

**ATTACHMENT NOT INCLUDED**

NSN 7540-01-152-8069	26-107	STANDARD FORM 26 (REV 4-85)
PREVIOUS EDITION UNUSABLE		Prescribed by GSA FAR (48 CFR) 53.214(a)

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P		APPR		PROGRAM	SITE/	COST	OBJ	/
DCN	BFYS	NUMBER	ORG	ELEMENT	PROJECT	ORG	CLSS	C

THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

**B.1 TYPE OF CONTRACT**

This is an Indefinite Delivery/Indefinite Quantity (IDIQ)/Time and Material (T&M) contract.

Performance based task orders may be issued under the contract as described in the section H clause entitled "Performance Based Task Orders."

Fixed price task orders may also be issued under this contract.

Travel, Materials, and Other Direct Costs (ODCs) will be cost reimbursement.

**B.2 FIXED RATES FOR SERVICES-TIME AND MATERIALS CONTRACT**

The fixed rates in the attachment entitled, Pricing Schedule, shall apply for payment purposes for the duration of the contract and are subject to the following additional limitations:

a. Fixed labor rates apply only to the employees of the listed contractors and team subcontractors. The fixed labor rates are not applicable to labor provided by personnel who are not employees of the listed prime contractors and team subcontractors. Such labor shall be considered subcontracted effort for which the contractor shall be reimbursed at cost subject to those limitations in paragraph (c) below. (See clauses in Section B, "Fixed Rates for Labor and Travel"; and clauses in Section H, "Final Reconciliation of Cost", and "Definitization of Provisional Rates".)

b. The contractor must provide an equipment plan outlining how equipment will be provided in a timely, cost effective manner to complete the Statement of Work. All equipment rates shall be provided at a reasonable cost, whether contractor-owned or subcontracted/leased.

c. After award of the contract, if the Contractor provides a labor category for which a fixed rate has not been established, whether or not it is provided from the contractor's own resources (i.e. - their employees), or through a third-party subcontract, reimbursement shall be at cost subject to



the following conditions:

1. Provisional rates may be established solely by the Contracting Officer. Provisional rates shall include direct cost, indirect cost, and profit. (See Section H, Definitization of Provisional Rates)

2. The Contracting Officer will determine if the provisional rates will be negotiated on a site by site basis, or on a contract-wide basis.

d. The rates set forth in Attachment, entitled Pricing Schedule, are applicable to the Prime Contractor, and the team subcontractor(s) identified in the Subcontract Consent clause in Section G, (which are also subject to the limitations set forth in paragraph c. above)

The rate or rates set forth in the attachment entitled, Pricing Schedule, cover all expenses, including wages or salaries, labor costs, fringe benefits, overhead, report preparation, program management\*, training, general and administrative expenses, profit. The labor rates shall include any premiums, if applicable, for all levels of personal protection and/or hazardous duty pay, non-consumable personal protective equipment, and computers.

\* See \* as set forth in Section G, Clause "PAYMENTS-FIXED RATE SERVICES CONTRACT."

The contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders issued by the EPA Ordering Officer (See Clause in Section G, "ORDERING-BY DESIGNATED ORDERING OFFICERS) and accepted by the Contracting Officer. If work under a task order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under a task order at the rates in effect in the period in which the work is performed. If work under a task order extends past the last year, the last year's rates will remain in effect for the duration of the task order.

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

### **B.3 FIXED RATES FOR LABOR AND TRAVEL**

#### **FIXED RATES FOR LABOR AND TRAVEL**

##### **(a) LABOR**

(1) The quantities specified in the schedule for labor are ESTIMATES only. The estimated quantity for each line item may be greater or less than the amount specified as long as the total program ceiling amount is not exceeded. The fixed rates for labor, equipment, and other items specified in the schedule set forth in Section B clause entitled "FIXED RATES FOR SERVICES -- TIME AND MATERIALS are inclusive of all expenses, including The rates shall include wages or salaries, labor costs, fringe benefits, overhead, report

preparation, program management\*, training, general and administrative expenses, profit.

\* See \* as set forth in Section G, Clause "PAYMENTS-FIXED RATE SERVICES CONTRACT."

(2) The straight time rates for exempt (i.e., salaried professional) employees shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions which have been provided to the Contracting Officer in writing. EPA will not reimburse the Contractor at "overtime rates" after 40 hours of work in any 7-day calendar week, unless the employee is actually compensated as defined in the schedule. Reimbursement of overtime is contingent upon the contractor having actually paid or compensated such to employees. Notwithstanding the terms and conditions of the Section G clause entitled "PAYMENTS - FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)," all overtime work must be approved in advance, in writing, by the CO or the FOSC. (For additional overtime requirements, see H.64, Contractor Overtime Policy and I.6, Payment for Overtime Premiums.)

(3) Straight time rates for non-exempt (i.e., non-professional, hourly wages) shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Overtime rates for non-exempt employees shall apply for work in excess of 40 hours per 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Reimbursement of allowable overtime is contingent upon the Contractor having actually compensated its employees. Notwithstanding the terms and conditions of the Section G clause entitled "PAYMENTS - FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)," all overtime work must be approved in advance, in writing, by the CO or the FOSC. (For additional overtime requirements, see H.64, Contractor Overtime Policy and I.6, Payment for Overtime Premiums.)

(4)(a) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the EPA will reimburse the Contractor shall include only the time for employees (prime Contractor or subcontractor) whose services are applied to the performance of work specified in individual task orders issued under this contract. Time on site during break periods and lunch periods will be allowable only if required under the Davis-Bacon Act, site safety, Department of Labor, collective bargaining agreement(s), existing company payroll policy, or any other provisions approved in advance by the CO, FOSC, or other designated Federal official. The time of these periods shall be certified on the daily 1900-55.

(b) When the Contractor is authorized in advance to bill for break periods and/or lunch periods, the individual employees must be paid for break and/or lunch periods. If the employees are not paid for break and/or lunch periods, the Contractor will not be reimbursed for such time.

(5) When an individual employee's normally assigned category of labor is different from a category of labor that he is assigned to perform during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid for the appropriate category of labor. For example, a chemist, performing the duties of a laborer, shall be charged at the fixed rate of a laborer during the period of time that he is performing as a laborer, regardless of whether or not the Contractor is paying that employee as a chemist. However, a laborer, performing the duties of a truck driver, shall be charged at the fixed rate of a truck driver during the period of time that he is performing as a truck driver, provided that the employee is paid by the contractor at the rate of a truck driver. The employee must meet the qualifications set forth under this contract for the labor category being performed.

(6) In the event that ongoing on-site work is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the Contractor or the control of the Government, EPA will not reimburse the Contractor for any labor costs during such interruptions; unless demobilization is justified or the Contractor is obligated by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions, to pay an employee during such interruptions.

(7) The Government recognizes the following listed holidays:

- New Year's Day
- Labor Day
- Martin Luther King Day
- Columbus Day
- Presidents' Day
- Veterans' Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

If the contractor pays its employees for any work conducted on any of the holidays listed above for work under this contract, the Government will reimburse the contractor in accordance with the contractor's normal accounting procedures.

(8) The Service Contract Act (SCA) and Davis Bacon Act (DBA) apply to this effort. The contractor will be responsible for ensuring employees are paid the appropriate amount in accordance with the SCA and/or DBA wage determination. The SCA wage determination is provided in the Attachment entitled Service Contract Act, Wage Determination.

(9) Davis Bacon Act wages will be determined on a task order specific basis and rates established based upon the Davis Bacon Wage Rate determined by the Department of Labor. The rates will be negotiated on a task order between the contractor, OSC, CO, and the Project Officer. For informational purposes, it is estimated approximately 20% of the work will be subject to the Davis Bacon Act.

(10) If a labor rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor

or subcontractor decide to provide that labor category through a third party subcontract, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates), but will not, in any event exceed the rate set forth in this contract for that labor category for the contractor or team subcontractor, depending upon which entity (contractor or team subcontractor) acquires the labor.

(b) TRAVEL

(1) The amount specified in the schedule for travel is an estimate only. The estimated amount for travel may be greater or less than the amount specified as long as the maximum program ceiling is not exceeded. When an employee with a classification subject to the Section I clauses entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41)(MAY 1989), or "DAVIS-BACON ACT (FAR 52.222-6)(FEB 1995)," is required to travel in excess of fifty (50) miles one way from his residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond their normal working hours, then the travel time shall be considered work time. Reimbursement will be made by the EPA at appropriate straight time rates, unless specified otherwise in the Contractor's written payroll policy or collective bargaining agreement(s). When the hours worked are in excess of forty (40) hours per week, then travel time is considered work time for which overtime shall be paid at the applicable overtime rate. However, notwithstanding the terms and conditions of the Section G clause entitled "PAYMENTS - FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)", all overtime work must be approved in advance, in writing, by the CO or the FOSC. If an exempt (salaried professional) employee travels and such travel results in a workday in excess of a standard workday, such additional time shall be reimbursed at the applicable rates listed in the Schedule, provided that these employees are actually paid for such additional time. Reimbursement for travel time will not be made by EPA if the Contractor's employee(s) is/are not paid for travel time.

(2) For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

(3)(a) Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the EPA conducting the same travel while on Government business. In determining the dollar value of allowable Contractor employee travel costs, the limitations of the Federal Travel Regulations (FTRs), effective on the date of travel, will apply to Contractor employees to the same extent that they apply to Federal Government employees. Accordingly, to the maximum extent practicable and consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for travel by bonafide employees of the Contractor, provided that the travel is otherwise reimbursable as a direct cost under this contract and when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including the employee's name and position, for specific authorization to use these rates to the CO.

(b) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) Subpart 31.205-46, Travel Costs. Reimbursement of travel expenses by the Government will be consistent with the FTRs, effective on the date of travel. In the event that the Contractor cannot negotiate a lodging rate at or below the FTR rate, the Contractor shall submit a request for payment of actual lodging costs to the Contracting Officer for approval prior to incurring any charges for lodging at the site. For emergency responses, where the Contracting Officer can not be contacted, OSC approval is required prior to incurring any charges. A copy of the OSC approved form must be submitted to the Project Officer and Contracting Officer.

(4)(a) Consistent with the expected duration of the site and to the maximum extent practicable, the Contractor shall ensure that lodging is secured on "other than a daily rate basis" so that the maximum quantity and term discounts are achieved.

(b) Further, on long-term sites, to the maximum extent practicable, the Contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of more than sixty (60) days. When this is accomplished, subsistence will be adjusted by a percentage applied to the offeror's standard policy for reimbursement for meals and incidental expenses, as negotiated for individual task orders. The contractor shall propose a rate to the Contracting Officer for approval.

(c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

(5)(a) The CO, OSC or other designated Federal official may decide not to have work performed during a weekend or holiday for the convenience of the site personnel. This is not considered a demobilization. On such weekends or holidays, contractor employees may travel to the company home/base but may not be paid hourly rates for the travel. Travel costs may be reimbursed up to the amount of the per diem/lodging they would have incurred had they stayed at the site, but not over that amount.

(b) The CO, OSC or other designated Federal official may authorize contractor employees to travel to the company/home base at Government expense once every three (3) weeks and reasonable travel costs will be reimbursed by the Government, even if they are higher than the per diem/lodging they would have incurred had they stayed at the site. Documentation on the appropriate 1900-55 is required for each employee and for each trip. Per diem/lodging shall not be payable for those days away from the site.

(6) Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTRs). Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for each expenditure exceeding \$75.00. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTR'S, except as exempted above. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed

for such payments, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

Consistency shall be maintained between the 1900-55s and invoicing procedures for audit verification purposes. The Contractor shall document employee receipt of these allowances.

(7) Mobilization Point is defined as the point from which labor and/or equipment are mobilized to the site requiring work for which travel costs (transportation, lodging, and per diem) will be paid. All mobilization points shall be within Region 6. Mobilization shall be from the nearest contractor's mobilization point unless prior written agreement is obtained from the Contracting Officer. In the case of an emergency response, the OSC may authorize, verbally, mobilization from other than the nearest mobilization point. However, the contractor shall send rationale to the Contracting Officer and Project Officer documenting justification. During mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly rate for personnel when greater than 50 miles, from the contractor's office or employee's home whichever is less.

The Contractor's primary mobilization point(s) for establishing reasonableness for costs associated with personnel travel is:

**Irving (Fort Worth), TX**

**Houston, TX**

**Baton Rouge, LA**

(8)(a) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site of the cleanup. In no event shall travel charges exceed the charge incurred when mobilizing employees from the Contractor's identified mobilization point(s). The cost for mobilization will be computed on the basis of the actual geographic mobilization point, or nearest designated reference mobilization point, whichever represents the lowest cost to the government.

(b) Actual labor costs incurred in support of mobilization and demobilization may be allowable direct costs under the contract consistent with the contractor's accounting system. Time permitting, the contractor shall receive advance written approval from the OSC for these costs. An example of this type would be the labor time to pack or prepare the necessary equipment for the response.

(c) Contractor employee travel hours can be charged for an actual demobilization. A site demobilization will occur only for a technical reason, e.g., no field work can be carried out until disposal arrangements are finalized, excessive rain has made site conditions such that work cannot be performed, etc. Circumstances shall be documented on each 1900-55.

(9) Once employees are working on site, the Contractor may elect to make personnel substitutions. Response Manager substitutions shall be approved by the FOSC and documented on the 1900-55. However, the EPA will not pay any

associated travel charges for any such substitution unless determined to be appropriate by the FOSC. On occasions where an employee takes sick or vacation leave from an EPA site, the Government will not pay any travel costs associated with the departing employee or for the employee designated as his replacement.

(10) Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the Contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

#### **B.4 ESTABLISHING FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS**

From time to time, additional items (non-prepriced) may be added to the pricing Schedule shown in the attachment entitled, Pricing Schedule. Non-consumable equipment with low capital value (less than \$1,500.00) shall be included in the fixed rates for labor. Computers required for effort under this contract shall be included in the fixed labor rate. Fixed rates for items not excluded by this restriction shall be negotiated and mutually agreed to between the CO and the Contractor. If the Contractor provides a labor category for which a fixed rate has not been established, whether or not it is provided from the Contractor's own resources (i.e., their employees), or through a third-party subcontract or short-term lease/rental agreement, the Contractor shall furnish the CO with a written request identifying the item and the proposed rate prior to its utilization. The Contractor shall include supporting documentation containing recent market research data (a minimum of three (3) quotes) or cost and pricing data supporting the proposed rate. The supporting documentation shall be submitted in a format that is acceptable to the CO. Reimbursement shall be subject to the following conditions:

(a) Rates for labor may be negotiated by the FOSC on a site by site basis, provided that the total estimated cost of the labor and/or equipment items being negotiated for the site does not exceed \$25,000.00. Rates for labor that have been negotiated by the FOSC will not be applicable to the task order without subsequent approval by the CO and incorporation into the contract and/or task order via modification. When the estimated total cost of the labor being negotiated for the site exceeds \$25,000.00, the rates will be negotiated by the CO and incorporated into the contract and/or task order via modification on a site by site basis. The labor shall be fully loaded rates including direct costs, indirect costs, and profit. The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. All additional labor rates to be incorporated into the contract via modification on a contract wide basis will be negotiated by the CO. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(b) Rates may be conditionally negotiated and accepted for a specific task order by the FOSC, regardless of the total estimated cost of the labor and/or equipment item for the site, in the event that the CO is not available (i.e., after normal duty hours, weekends, and holidays). The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. To the maximum extent feasible, the

Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(c) A final fixed rate is subject to the approval of the CO and will be incorporated into the contract and/or task order by issuance of a modification. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package. If the final fixed rate is different from the FOSC assigned rate and the Contractor has already billed for this item, the Contractor shall make the appropriate adjustment on his next invoice for the task order and the appropriate 1900-55.

#### **B.5 ADJUSTMENTS TO THE LOADED FIXED HOURLY RATES-DAVIS BACON ACT**

(a) From time to time, a task order or other contractual document will be issued which stipulates that some portion of the work will require the Contractor to provide construction-type labor as defined in General Wage Determinations issued under the Davis-Bacon Act (DBA), and which designates those portions of the work as substantial and segregable tasks. For the purposes of this contract, substantial and segregable tasks are defined as construction-type work in excess of \$2,000.00 where there is a definitive beginning and ending which separates the work from activities which are covered by the Service Contract Act. The CO will make the final determination when there are differing view points regarding what constitutes substantial and segregable tasks subject to the DBA.

(b) Upon receipt of a task order or other contractual notification which stipulates some portion of the work as being subject to the DBA, the Contractor shall complete the DBA Compensation Worksheet (Attachment 4) for each type of construction labor expected to be utilized. The work sheets shall be submitted to the FOSC with a copy to the Project Officer and Contracting Officer for concurrence before proceeding with the construction work, except in emergency situations. In emergency situations, the work sheets shall be submitted to the FOSC not later than two work days after receipt of the task order or other contractual notification. As described in the Section I clause entitled PAYROLLS AND BASIC RECORDS paragraph (b)(1), the Contractor shall submit to the CO a copy of all payrolls for each week in which any contract work subject to the DBA is performed. A copy of the applicable worksheets shall be attached to the payroll copies.

(c) The following procedures shall be used:

(1) The Contractor shall ascertain the applicable DBA General Wage Determination based upon the location of the site.

(2) The Contractor shall select DBA labor categories that most closely fit the work to be performed and obtain the concurrence of the OSC and CO.

(3) The Contractor shall complete a DBA Compensation Worksheet for each labor category and submit them to the FOSC for concurrence as to the DBA labor categories selected and the accuracy of the calculations.



(4) The FOSC will respond within two workdays. If the calculations result in an adjusted loaded fixed hourly rate for the task order, it shall be entered into the RCMS (reference the Section H clause, REMOVAL COST MANAGEMENT SYSTEM SOFTWARE.)

(5) If the Contractor and the FOSC cannot agree concerning an adjusted loaded fixed hourly rate, the Contractor shall refer the matter to the CO in accordance with Section H clause, DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION TO TASK ORDERS.

(6) The adjusted loaded fixed hourly rate shall only be used on the severable portion of the work defined as construction. The task order will be modified by the CO to show the adjustment in the hourly rate for each labor category and the Contractor shall invoice for the adjustment in accordance with the task order.

(7) In those instances where the wage plus non-cash fringe benefit component of the contract schedule loaded fixed hourly rate equals or exceeds the DBA required wage plus fringe benefits, there will be no adjustment to the contract schedule loaded fixed hourly rate. However, if any individual employee's wage plus non-cash fringe benefits is less than the DBA required wage plus non-cash fringe benefits, the Contractor is responsible for compensating such employee to at least the DBA required amount.

(d) The Contractor is responsible for compliance with the DBA requirements pursuant to the Section I clause entitled DAVIS BACON ACT (FAR 52.222-6)(FEB 1995), as it relates to individual employees.

(e) This clause also applies to team subcontractors and their employees.

## **B.6 EQUIPMENT**

(1) (a) Fixed equipment rates constitute billable charges to the Government for use of equipment items. Equipment is billable at the fixed rate amount starting at the point equipment arrives on the site up to the time equipment is demobilized from the site. The Contracting Officer may negotiate a different billing arrangement for a site or a task order with unusual circumstances or unusual duration.

(b) Fixed rates established for equipment items shall represent the maximum ceiling or cap for such items, whether contractor-owned or based on rental/lease quotes. In the event that the contractor obtains equipment through a short-term lease or rental arrangement (i.e. less than 12 months), the contractor shall obtain competitive bids from the geographical area in which the work is taking place. Competitive bids shall be documented using the form in the attachment entitled, Fair and Reasonable Equipment Rate Analysis Form. While the government may pay less than the fixed rate for equipment items due to competition, the contractor may not exceed the rate specified in the contract unless authorized by the Contracting Officer.

(c) Fixed rates are exclusive of operators and fuel unless otherwise specified. All equipment must be provided in good working order; routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, repairs and maintenance performed on site by fixed rate labor personnel will be excluded from the labor charged during such occurrences.

(2) (a) The daily rate for equipment shall not be charged to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, and repairs and time lost awaiting shipment for the convenience of the Contractor. The Contractor shall prorate the daily charges so that the Government is not charged for equipment downtime. All equipment usage must be approved in advance by the FOSC.

(b) If, after the OSC or RPM informs the Contractor that the equipment is no longer needed at the site and the contractor elects for his convenience to store the equipment on site, the equipment shall not be charged to the contract.

(c) The contractor shall coordinate with the OSC/RPM to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action, in order to reduce equipment idle-time.

(d) When the contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted subject to the consent of the OSC or RPM provided that the equipment is returned to its location for use when required by the OSC/RPM. No charge shall be incurred by the government, while the equipment is off site.

(3) Repairs or maintenance necessitated by extraordinary circumstances beyond the control of the contractor and outside the normal course of doing business and not due to negligence or carelessness on the contractor's part, may be allowed as a direct charge at the discretion of the OSC, RPM and/or Contracting Officer. This approval by EPA must be documented on the 1900-55 or other mechanism verifying approval. In such cases, damaged equipment will be evaluated based on the following general guidelines: 1) issues raised by the contractor prior to damage or actual usage, 2) extraordinary circumstances/conditions, 3) emergency conditions, and 4) carelessness/negligence.

(4) Method of Charging for contractor-owned equipment

(a) The maximum charge for each contractor-owned specific equipment item used on this contract shall not exceed the contractor's average purchase price/average capital value for all pieces of equipment in that category in his inventory. In the event that the average purchase price is reached, a usage rate must be negotiated with the Contracting Officer before any additional costs are incurred. The usage rate is to reimburse the contractor for operating costs such as maintenance, license, insurance, etc.

(b) Where items of equipment are shared at concurrent or consecutive response actions between two or more sites, the contractor shall charge rates as though it were a single task order. For example, if an item of equipment were shared on two sites in one day, the government should be

charged for only one day use instead of two days use. For purposes of this clause, concurrent and consecutive response action sites are those sites within 100 miles of the original site.

(c) The Contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires a two-wheel drive pickup truck, and the Contractor provides a four-wheel drive pickup truck, the Contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the Contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

(5) The Contractor's primary mobilization point(s) for equipment is (are):

**Irving (Fort Worth), TX**

**Houston, TX**

**Baton Rouge, LA**

(a) The Contractor agrees to make every effort to mobilize equipment from the nearest available location to the site of the cleanup. However, in no event shall the charge for mobilization exceed the charge that would be incurred if the equipment was mobilized from the Contractor's primary mobilization point(s). The cost for mobilization will be computed on the basis of the actual geographic mobilization point, or nearest designated reference mobilization point, whichever represents the lowest cost to the government. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such items.

(b) The Government will not reimburse the contractor for mobilization and demobilization costs, except when the equipment is utilized for its intended function. For example: If an over-the-road tractor and lowboy trailer are utilized in transporting a bulldozer to or from a site, only the tractor and trailer would be paid at the applicable negotiated rate listed in Clause B-1 above since its function is mob/demob. The bulldozer would be billable at the point it arrives on the site up until the time of demobilization. The truck driver labor during mobilization or demobilization will be reimbursed at the applicable fixed rate specified in the pricing schedule.

(c) Mobilization shall not apply to equipment and/or personnel which are mutually determined to be "uniquely" specialized. The Contractor shall receive prior verbal or written approval from the Contracting Officer before mobilizing equipment and/or personnel determined to be "uniquely specialized".

(6) The contractor shall not direct charge expendable items or any other items that are normally part of its inventory or are included in its indirect cost structure in accordance with the contractor's accounting system.

(7) STANDBY

No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby status.

(8) APPLICABILITY

This clause also applies to team subcontractors.

For items not identified in the attachment entitled, Pricing Schedule, but required to accomplish tasks within the task order, the contractor may provide owned, rented, or leased equipment. Where the cost of the equipment to be charged to the task order exceeds \$2,500, the equipment shall be obtained competitively. In cases where the contractor owns the equipment, the contractor may submit a quotation/bid for that owned equipment along with quotations/bids from other sources. In order to provide the best value to the government, the evaluation of the quotes/bids submitted must include the addition of G&A to the quotes/bids of outside sources, if appropriate, any mobilization and demobilization costs for owned or rented equipment, and any other factors necessary to reflect total costs to the task order for that particular piece of equipment. When other sources are available, owned equipment rates must be competitive with market rates and the price determined to be reasonable.

**B.7 MATERIAL, OTHER DIRECT COSTS, AND SUBCONTRACTS LINE ITEMS**

1) The amounts specified in the schedule for materials, other direct costs, and subcontracts are ESTIMATES only. The estimated amount for materials and other direct costs may be greater or less than the amounts specified as long as the maximum program ceiling amount is not exceeded.

(2) The material and other direct costs estimates contained in the pricing schedule are based upon the following types/examples (not all inclusive) of items which are inherent to adequate contract performance:

Materials: containers, building materials and supplies, fill material, bulk chemicals, disposable protective equipment, decontamination materials, restoration materials, etc.

Other Direct Costs: permits and fees, utilities, relocation of residences, in accordance with Attachment 1, Performance Work Statement.

Costs for expendable materials such as general office supplies and equipment, uniforms, and tools, or other common business expenses such as computer time, reproduction costs, mailing costs shall be reimbursed consistent with the contractor's established accounting practices. The Contractor shall not direct charge expendables or other items that are normally part of their inventory or are included in their indirect cost structure in accordance with the contractor's accounting system. Should any additional direct charges beyond those identified above be proposed for reimbursement under the material/other direct costs line item, the offeror shall submit a realistic cost estimate complete with the rationale for the items' necessity. Failure to identify and estimate these costs may result in

a determination where additional direct costs are not allowable.

The offeror hereby certifies that it has:

N/A

In addition, the offeror shall provide with its proposal a complete listing of items included in the company's indirect rate pools and company inventory and how inventory are priced and charged.

(3) Materials, other direct costs (ODCs), and subcontracts determined to be payable under a task order issued under this contract shall be treated in accordance with Section G clause entitled, PAYMENTS - FIXED-RATE SERVICES CONTRACT. Such items shall be charged in accordance with the contractor's established and accepted accounting practices and in accordance with FAR clause 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS. In the event that a purchase of consumable items is drop-shipped to a site (in lieu of providing from the Contractor's inventory), reimbursement will be made on an as-used basis; i.e., a box or unit of materials is opened, it may be considered used and charged to the site. Immediate charging of a large shipment of items to be used over a period of time is not acceptable.

(4) Low capital value, non-consumable items (i.e., items valued at \$1,500.00 or less) will not be allowable as separate direct costs to the contract. They are considered to be included in the fixed rates for labor, equipment, and other items identified in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS CONTRACT, or included in the Contractor's allowable indirect costs in accordance with the Contractor's usual accounting practices. The CO will make the final determination as to whether or not an item is a low capital value, non-consumable item.

Notwithstanding the above low capital, non-consumable items that are expected to be included in the contractor's inventory, for any individual Task Order which is of unusual magnitude or circumstances, the contractor may request the Contracting Officer to approve direct reimbursement of a specific item for that Task Order only by submitting a written request which has been concurred upon by the OSC.

#### **B.8 INCREASED CAPACITY POOL**

In case of catastrophic event(s) e.g., terrorist attack(s), man-made disaster(s), or natural disaster(s), a cost pool enabling additional contract effort shall be available. The increased capacity available for the catastrophic events shall be no less than fifty percent (50%) of the total contract value for all years of the contract. The Government shall only be liable for the increased capacity incurred.

#### **B.9 MINIMUM AND MAXIMUM AMOUNTS OF CLEAN-UP SERVICES**

During the period specified in Clause F, EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT, the Government will place orders for clean-up services

totaling a minimum of \$500,000 per contract. The total dollar value of all orders placed on all contracts awarded as a result of this solicitation shall not exceed:

- \$ 354,547,265.28 which is inclusive of the 50% increased capacity
- \$ 236,364,843.52 which is not inclusive of the 50% increased capacity

a program ceiling that will be shared between the contracts awarded under this solicitation.

The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

The dollar amount of orders placed on any one contract can not be determined in advance. Task Orders will be placed in accordance with the terms of this solicitation/contract.

#### **B.10 USE OF GALLEY TRAILERS**

Approval for the use of galley trailers must be obtained in advance from the Contracting Officer. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as an attachment entitled, Performance Work Statement.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.



(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the

Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

#### **C.5 PERSONNEL QUALIFICATIONS**

The contractor shall provide personnel with the minimum qualifications and experience as stated in the attachment, entitled Personnel Responsibilities and Minimum Qualifications.

**SECTION D - PACKAGING AND MARKING**

**D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)**

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

**D.2 F.O.B. POINT (EP 52.247-110) (APR 1984)**

All supplies, services and deliverable items required or requested under this contract should be delivered FOB destination. Shipment of deliverable items, other than reports, shall be to the site specified on the Task Order or as specified by the On-Scene Coordinator, Remedial Project Manager, Project Officer or Contracting Officer.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE Listing Contract Clauses Incorporated by Reference

#### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

### E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
<i>Specifications and Guidelines for Quality Systems for Environ- mental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

**A. Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of a binder entitled "Plans and Procedures": (CO, select one or more)

<u>Documentation</u>	<u>Specifications</u>
Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u>

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

**E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Federal On-Scene Coordinator, Remedial Project Manager, and Project Officer are the authorized representatives of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in individual Task Orders.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION**

The Contractor shall prepare and deliver the reports identified in the Attachment entitled, Reports of Work, to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are listed in the attachment entitled, Reports of Work.

**F.3 RATE DISK**

Within ten (10) working days after the initial award of a contract and on each anniversary date of the contract, the contractor shall notify the CO if the rate disk (Compact Disk CD) for that period has not been received. The contractor shall supply the contractor's average purchase price/average capital value for all pieces of equipment which have fixed rates for inclusion into the RMCS rate disk to the Contracting Officer.

**F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER  
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT .....			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing .....			50
Mimeo and duplicator paper .....			50
Writing (stationery) .....			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers .....			50
Envelopes .....			50
Form bond including computer .....			50
paper and carbonless			
Book papers .....			50
Bond papers .....			50
Ledger .....			50
Cover stock .....			50
Cotton Fiber papers .....	25		50
TISSUE PRODUCTS:			
Toilet tissue .....		20	
Paper towels .....		40	
Paper napkins .....		30	
Facial tissue .....		5	
Doilies .....		40	
Industrial wipes .....		0	
UNBLEACHED PACKAGING:			
Corrugated boxes .....		35	
Fiber boxes .....		35	
Brown papers (e.g. bags).....		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products .....		80	
Pad backing .....		90	

**F.5 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION**



(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

1 copy to the Project Officer  
1 copy to the Contracting Officer

\*Delivery Order is any tasking document such as task order.

**F.6 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

**F.7 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)**

The effective period of this contract is from date of award with a base period of four (4) years and a possible four (4) annual award terms for a possible total of 96 months.

**F.8 ELECTRONIC DELIVERABLES**

The contractor shall follow the Guidelines for Creating Files in Adobe Portable Document Format (PDF) 03/28/2002  
Revised: 5/30/2004

Adobe PDF is a universal file format that preserves all of the fonts, formatting, colors, and graphics of any source document, regardless of the application and platform used to create it. Scanned paper can also be converted to Adobe PDF. Because Adobe PDF files can be shared, viewed, navigated, and printed exactly as intended by anyone with the free Adobe Acrobat® Reader software, this file format has become a standard for electronic document distribution. In addition to the advantages of preserving the format of the source document, PDF files are relatively easy and fast to create. Thus there are many "creators / authors" of information products in PDF format.

These information products are then distributed to the public via OPP's Web Site. Unfortunately most PDF files, created by conversion from WordPerfect, are not enhanced to provide the structure or elements to optimize accessibility for the end users of our information. This makes it especially difficult for users relying on screen readers. Making information accessible is the focus of Section 508 of the Rehabilitation Act as amended by Congress in 1998, to which the Agency must comply. These "Guidelines for Creating Files in Adobe Portable Document Format (PDF)" are a step toward creating a standardized and accessible support structure for PDF files. Many involve using the Adobe Acrobat software, not just printing to Adobe PDF, to achieve the desired results. An additional incentive for the Agency to use a viable electronic document format is the passage of the Government Paperwork Elimination Act (P.L. 105-277, 1998).

As technology advances to better address standardization and accessibility issues, this document will be revised.

Guidelines for Source Documents Intended for PDF Format:

For tables, use the word processor's "table" function. Tabular data initially created in true tables and then converted to PDF readily exports to other formats such as Excel. Use of tabs to create the look of a table does not result in readily exportable data.

Font type, use Arial 10-12 point or other Sans Serif font for body of text or Adobe Type 1.

Guidelines for PDF Documents:

- Adobe Acrobat 6.0X or higher. Note: Some PDF documents that contain TrueType fonts and that were created with earlier versions of Acrobat for Windows are not fully accessible. Adobe Acrobat 6 and the latest Adobe PostScript drivers help optimize PDF documents that contain TrueType fonts for accessibility. If you have PDF documents that contain TrueType fonts that were created with earlier versions of Acrobat for Windows, open it using Acrobat 6 and save the PDF as a Microsoft Word (.doc) or rich text (.rtf) file. Then re-save that file to PDF using Acrobat 6. Do not simply re-save the original PDF using Acrobat 6 or font errors may occur.

File Format: Adobe Portable Document Format (PDF) - Version 6.0x or higher.  
Note: This file format is produced by saving the file using Adobe Acrobat.

File naming convention:  
Do not use spaces in the file name.

Use all lowercase letters for the file name.

Page Orientation  
Use source document orientation

Page Numbering:  
Same as source document

Title:

US EPA - add the exact title of the document. Note: If a title is not specified, a default name appears in this field. The search engine on the Agency's Web Site uses this field in presenting search results. It is problematic for users to see document titles as  
"/public/data/oppsrrd1/web/REDs/old\_reds/zea.pdf" or  
"/public/data/oppfeed1/web/annual/1994/94annual.pdf "

Subject:

Subject of the document, include 2-3 terms, if applicable. Example: Five Year Review; dioxin; public meeting

Author:  
US EPA - Office of Pesticide Programs, Division acronym

Keywords:

Use for document date (mm/dd/yyyy).

#### Open:

Bookmarks and Page - use this setting as the default initial view for documents with bookmarks.

View - leave as "Default" or set to "Fit width". These settings for the entire document may be made thru "File > Document Properties > Initial View > Magnification".

#### Save/Save As:

"Save As" has a default setting of "Optimizes for Fast Web View," which minimizes the file size and restructures the file to prepare for page-at-a-time downloading from Web servers. In Acrobat 6 this setting can be found under Edit > Preferences > General, and to the right of the dialogue box under "Miscellaneous, check the "Save as optimizes for Fast Web View) box.

#### Security Method:

None. Do not set a Security Method. In current versions of Adobe Acrobat this setting interferes with a user's ability to use a screen reader on the document. It will also be problematic to edit the file in order to enhance usability features that may be added in the future.

#### Bookmarks:

Create Bookmarks for each item in the table of contents. If a table of contents doesn't exist, and the document is greater than 10 pages, create bookmarks based on the document's major headings. Bookmarks are a usability element for both sighted and non-sighted users.

In setting bookmarks, leave the view as "Default" or set to "Fit Width". (Settings for the entire document may be made through "File > Document Properties > Initial View > Magnification".) Do not change the view when creating bookmarks. It is problematic for users to encounter different views throughout the document.

#### Links:

Create links, within the document, that reference URLs on the Internet /intranet.

Set the link color to blue using the "Touch Up" tool. Note: If a URL is specified in a WordPerfect source file, in PDF the URL will appear in underlined blue text as if it were a hyperlink. Use Adobe Acrobat to remove this formatting if no hyperlink is to be made so that the user is presented with something that looks like a link but is not.

#### Forms:

Forms created in PDF format intended for internal or public use should be provided with "fill and print" capability. Elements to maximize accessibility will be included in the development of the form.

#### Document Summary:

Open File > Document Properties > Description. This opens a table into which Title, Subject, Author and Keywords may be entered. Enter Title and Author(s). Author should be last name, first name. Middle names should not be entered. For Subject, enter 2-3 terms which characterize the contents, apart from what may be contained in the title. Under Keyword enter the document date in format: mm/dd/yyyy. If the precise day is missing from the date then use the first day (01) in the dd position.

#### Scanning Documents into PDF Format:

Scan documents either to Adobe format (one approach is to use Adobe Capture; Region 6 Superfund is currently using Abbyy FineReader® 5.0). In Adobe Capture, use "Image with Text" or "Normal" settings when converting scanned paper documents to PDF. This provides full text indexing of the document and reduces the file size. 300 dpi for text provides a good resolution. Place OCR text behind the image rather than overlaying it.

If the scanned material involves a heavy use of graphics, an optimal resolution will have to be determined for the item. PDF Document Subject field should be used to describe the graphics.

#### References:

access.adobe.com - "Additional Information and Resources";  
<http://access.adobe.com/information.html>

"Office of Pesticide Programs - Electronic Submission and Review Pilots; Specifications for Creating PDF Version of Study Reports."  
[http://www.epa.gov/oppfead1/pdf\\_spec\\_7\\_6\\_00.pdf](http://www.epa.gov/oppfead1/pdf_spec_7_6_00.pdf)

Establishing Formats for R6 Superfund Electronic Deliverables Steven Wyman, R6 Superfund Records/Systems Coordinator  
 03/05/2002

#### Handouts:

1. "Guidelines for Creating Files in Adobe Portable Document Format (PDF)"  
 Draft version December 1, 2000. EPA Office of Pesticide Programs.

2. R6 Superfund Metadata Guidelines  
 Metadata guidelines, R6 Superfund

#### Level I - Collection

Index of container content (Table of Contents format)

- Contract #
- Task#
- Site Name
- CERCLIS / SSID #s
- Submitter(s)
- Date of Submission
- TOC (PDF bookmarks)
- Releasable or Confidential

#### Level II - Document

- Document Title
- Document Date
- Author(s)

Arial 10-12 point font

OPA = FPN#

Draft / Final

Use document settings specified in OPPT draft (attached) - Update to Adobe 6.0/7.0.

Level III -- Medium

Medium of transmission (CD-ROM)

File Name (32-bit OK)

PDF & ... any native formats SVG, ARC, Word, WordPerfect, Excel, Access, etc.

Each name should be unique

Label = TOC, unique identifier matched to confidential CD(s), when applicable

#### **F.9 ELECTRONIC SUBMISSION OF DELIVERABLES**

(a) The Contractor shall follow this clause as the standard for submitting the task order (TO), Technical Direction Document (TDD) deliverables and task order close-out deliverables. The administrative and technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate the following information:

- 1) Name of Deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Task Order Number
- 5) Date Written
- 6) Indication of Draft or Final Version
- 7) Sequential Number of Electronic Package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

<u>Data Category</u>	<u>EPA Standard Applications</u>
1) Narratives	Microsoft Word
2) Spreadsheets	Microsoft Excel
3) Data Management	Microsoft Access
4) E-mail/Groupware	Lotus Notes
5) Graphics	Microsoft PowerPoint

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer. The electronic files shall be appropriately labeled with file extensions identifying the software such as .wpd for WordPerfect.

(d) The internet does not provide for secure data transmission via e-mail. The Contractor should use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

(e) Contractor may be required to submit deliverables in accordance with standard applications or non-standard applications as directed by the contracting officer in accordance with paragraph "c" above.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 INVOICE SUBMISSION TIME FRAMES**

The normal time frame submission for invoices shall be no more frequently than once per month. If authorized in the task order, invoices may be submitted more than monthly. (This will normally be authorized only on large task orders.) The contractor may request to submit invoices more than monthly by submitting a written request to the Contracting Officer with a copy to the Project Officer. This request shall explicitly request how often the contractor proposes to submit invoices, rationale as to why more than monthly submission is requested, the task order number, and period for which greater than monthly submission of invoices is requested. Invoices shall NOT be submitted more than monthly prior to written receipt of approval from the Contracting Officer. The Contracting Officer will issue a decision on this issue within 7 working days from receipt of request.

**G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders (TOs) and/or Technical Direction Documents (TDDs) from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following On-Scene Coordinators (OSCs) are authorized Region 6 ordering officers:

**As listed at <http://www.epa.gov/oamsrpod/ersc/osc/oscdatabase.pdf>**

In a catastrophic event, when the Contracting Officer is unavailable, the contractor may be directed to respond by one of the warranted OSCs listed at the following URL authorized to utilize this contract:

<http://www.epa.gov/oamsrpod/ersc/osc/index.htm>

In such situations, the contractor shall notify the Contracting Officer as soon as practicable.

These authorized ordering officers are limited to issuing work, provided such work is within the scope of the contract Performance Work Statement. However, only the Contracting Officer may change the terms and conditions of the contract.

(b) Each TDD will have a ceiling price and completion date, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the TDD, which will accrue in the next seven(7) days, will bring total cost to over 85 percent of the ceiling price specified in the TDD, the Contractor shall notify the Ordering Officer.

(c) If the Contractor considers the ceiling price or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within seven (7) calendar days,



stating why the estimated labor hours or specified completion date is considered unreasonable.

**G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)**

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, through the Electronic Subcontracting Subcontracting Reporting System (eSRS) at [http://www.acqnet.gov/eSRS\\_news.pdf](http://www.acqnet.gov/eSRS_news.pdf).

**G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (SEP 1990)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and four copies. The contractor shall submit the invoice to the following offices/individuals in the contract: original and one copy to the accounting operations office; two copies to the project officer (the project officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b)(1) If this is a cost-reimbursement contract, the contractor shall prepare the invoice or request for contract financing payment in accordance with EPA Form 1900-34, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts" or EPA Form 1900-34A, "Guide for the Preparation of Contractor's Claims for Reimbursement of Costs and Fees Under Cost-Plus-Award-Fee (CPAF) Type Contracts." If the contract is a cost-reimbursement term-form contract under which contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall include a summary of amounts claimed against each work assignment.

(b)(2) The invoice for a cost-reimbursement contract shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(c)(1) If this is an indefinite delivery/indefinite quantity contract, the invoice or request for contract financing payment shall include a summary of amounts claimed against each delivery order, unless otherwise specified.

(c)(2) The invoice for an indefinite delivery/indefinite quantity contract shall indicate charges by major categories such as labor, travel, equipment, subcontracts, and consultants. The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) Invoices must clearly indicate the period of performance for which payment is requested and include EPA accounting information necessary to process payments. Separate invoices are required for charges applicable to the basic contract and for each option period. If contract work is ordered through individual work assignments or delivery orders, invoices must show current and cumulative charges by work assignment or delivery order number and EPA accounting information. When contracts, work assignments or delivery orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified. Required accounting information includes the account number shown in block 14 of the SF 26, block 21 of the SF 33, block 12 of the SF 30, or on the individual work assignment or delivery order (separate invoices shall be submitted for each delivery order).

(e) When the contractor invoices on a monthly basis, the period covered by requests for contract financing payments must be the same as the period for monthly progress reports required under this contract. If, in accordance with FAR 52.216-7, the contractor submits requests for contract financing payments more frequently than monthly, one payment request each month must have the same ending period of performance as the monthly progress report. Where cumulative amounts on the monthly progress report differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the payment request.

#### **G.5 PAYMENTS--FIXED RATE SERVICES CONTRACT**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Project Officer:

##### **(a) Hourly rate.**

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages or salaries, labor costs, fringe benefits, overhead, report preparation, program management\*, training, general and administrative expenses, profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and

overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the

same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) \*Program management costs vs. costs included in the fixed rates. If the contractor bills EPA for a cost as part of a "program management" element, it shall not also bill for those costs as part of a fixed rate element, and vice versa. For example, if a technician performs a site-specific accounting function and which is billed in the fixed rates, it will not be included in the program management function. Conversely, if the same technician performs a program management accounting function, those costs shall be included in the program management function and not as part of the technician's fixed rate hours.

\* Program Management costs, as a general rule, can be defined as the technical, management, administrative, and clerical activities performed by management personnel and those support functions to be performed by the corporate office which are allocable to office personnel. They are non-site specific in nature; their costs are necessary for managing the overall contract regardless of the amount of specific site work; their costs may be relevant to multiple task orders; they consist of staff time relative to placement and management of subcontracts; and they include creation, implementation, and monitoring of Standard Operating Procedures (SOPs). The following examples represent activities that include components of both administrative and technical cleanup costs which are considered "program management" activities. Some examples include, but are not limited to personnel management, proposal/work plan preparation, preparation of monthly reports, meetings concerning contract operations, financial accounting activities, invoicing/voucher preparation, computer support, updates to communication/coordination between EPA and the contractor, audit support, subcontractor management activities, maintenance of corporate conflict of interest plan, labor standards compliance, clerical activity in support of administrative functions, records retention and management activities, close-out activities, contractor-owned equipment/warehouse management, health and safety activities, quality assurance/quality control, training, COI, investigations, (preliminary).

Some examples of the types of personnel who would likely be involved in accomplishing these activities are: program manager, accountant, contract administrator, reports manager, subcontract manager, secretary, QA officer, equipment manager, health and safety officer.

**G.6 ERRORS AND OMISSIONS**

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**G.7 ANNUAL ALLOCATION OF NON-SITE SPECIFIC COST REPORT**

The contractor shall submit an Annual Allocation of Non-Site Costs report in accordance with the attachment entitled, "Reports of Work" and the instructions entitled, "Annual Allocation Instructions."

**G.8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be

submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center:	G&A
Period	Effective date of contract for Year 1
Rate	5.19%*
Base	Total Cost Input Excluding G&A Expenses

Cost Center:	G&A
Period	Effective for Years 2 through Year 8
Rate	5.14%*
Base	Total Cost Input Excluding G&A Expenses

**\* Unless superseded by a new negotiated indirect rate agreement at which time this clause will be modified to reflect the revised rate**

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract.

The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center **N/A**  
 Period  
 Rate  
 Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.9 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000) DEVIATION**

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.

(5) In connection with Cost Accounting Standards:

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology,



timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

Tangela Williams  
USEPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Avenue, N. W.  
Mail Code: 3802R  
Washington, DC 20460  
Telephone No. 202-564-4717

**G.10 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer: Jo Ann Gee  
1445 Ross Ave.  
Dallas, TX 75202  
Telephone No. 214-665-8138

Contract Specialist(s)/Administrative Contracting Officer responsible for administering this contract:

Georgia Okstel  
1445 Ross Ave.  
Dallas, TX 75202  
Telephone No. 214-665-8310

**G.11 ERRS INVOICE REQUIREMENTS**

a. Separate invoices must be submitted for each Task Order issued under this contract. Invoices for payment shall be submitted in an original and **four** (4) copies distributed in accordance with the instructions set forth in Paragraph c., below, and shall include the contract number, order number, accounting and appropriation data as set forth in each Task Order, description

of services, and amount of payment requested. Each invoice submitted for a particular Task Order shall be numbered consecutively. (See attachment entitled, "Invoice Preparation Instructions.")

b. In addition to the special requirements described in Paragraph d, below, all invoices for payment under any Task Order shall be accompanied by a summary of costs claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

1. Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

2. A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the charges for each major category listed by date with daily totals and separately show costs for each corporate entity providing response services on the site. Costs incurred off-site must be clearly identified.

3. Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate, and total for the day. There shall be a subtotal for each major category and a total of charges for that day (See example in Attachment 3). The "Project Daily Detail" sheets should be consistent with EPA Form 1900-55s prepared each day with any difference explained fully by individual line item.

**EXCEPTION:** Where only maintenance activity is occurring at a site (e.g., bottled water, site security, etc.), only a monthly EPA Form 1900-55 may be required by the OSC.

4. A Cost Reimbursable Materials/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. Subcontract services provided at fixed rates listed in Section B of the contract should be excluded.

5. Copies of hotel receipts are required to be submitted by the contractor along with monthly invoices. Lack of hotel receipts shall result in deductions for unsupported amounts until copies of hotel receipts are provided.

c. Distribution shall be as follows:

1. The original and one (1) copy of each invoice to the Finance Office specified in the contract.

2. One copy to the Contracting Officer. This copy shall be accompanied by legible signed copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under Section F clause entitled "Reports of Work" and any documentation supporting subcontracting decisions.

3. Two (2) copies to the Project Officer to be distributed to the OSC or OSC Support Specialist. One copy shall be the invoice; the second copy shall be accompanied by the RCMS archive disk and legible signed copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under

clause entitled "Reports of Work", subcontract consent documentation, and other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

#### Contractor Certification

I hereby certify in accordance with FAR 52.232-7 that costs included in this invoice have been paid by Shaw Environmental, Inc. prior to submitting the invoice to EPA for payment, except as allowed in FAR 52.232-7 (b) (4) for subcontractors.

DATE	Name and Title of Authorized Representative
------	---------------------------------------------

#### EPA Representative Certification

I certify, to the best of my knowledge and belief, that the services shown on the invoice have been performed and are accepted.

DATE	*Name and Title of Authorized Representative
------	----------------------------------------------

\* NOTE - Authorized representatives include the Contracting Officer, the cognizant EPA On-Scene Coordinator or Remedial Project Manager or other designated Ordering Officer and the Project Officer.

4. Each copy referenced in paragraphs 2, and 3 above should be forwarded to the address below.

US EPA Region 6  
 1445 Ross Avenue  
 Dallas TX 75202  
 Attn: (Name of Contracting Officer, 6MD-RT)  
                     OR Project Officer 6SF-PC)

d. The contractor agrees that no invoice submitted for any particular Task Order shall be marked "FINAL INVOICE" unless and until such time as the Task Order has been finalized in accordance with the provision in Section H, "CLOSE OUT OF TASK ORDERS". If no additional amounts are due and payable to the Contractor after the final total cost of that Task Order, the latest invoice submitted shall be considered to have been the "Final Invoice". If additional amounts remain unpaid, the Contractor shall submit a final invoice for that Task Order and mark it accordingly. If the finalization results in excess amounts having been paid by the Government, the Contractor agrees to submit a final invoice within thirty (30) calendar days, showing a credit, accompanied by a check or money order payable to the Environmental Protection Agency.

e. When a Project Officer (PO), Contracting Officer (CO), or a Contracting Officer's Representative (COR) identifies costs in a voucher that

are to be suspended or disallowed, the Form 1900-68 is used to identify those costs, the associated reasons, and to communicate the action to all necessary parties. The PO, CO, and /or COR must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of the receipt on the applicable area on Form 1900-68 and return a copy of it to the PO and CO.

f. The contractor is reminded that all invoices shall be generated from the contractor's accounting system.

g. Final invoices for costs other than transportation and disposal must be received within 120 days after site work is completed unless a longer period of time is preauthorized by the CO. Final invoices for costs associated with transportation and disposal shall be submitted within 120 days after the transportation and disposal has been completed unless a longer period of time is preauthorized by the CO. Requirements are included in the Reports of Work, Mandatory Reports Contractor's Final Cost.

#### **G.12 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)**

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. The attachment entitled, "Annual Allocations Instructions" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch  
Environmental Protection Agency  
Financial Management Division (3303F)  
Ariel Rios Building

1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

#### Allocation Methodology

##### Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract

term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

#### Annual Allocation Report

##### Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

##### Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

**G.13 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given for the following team subcontracts subject to submission and review of the final subcontracts by the Contracting Officer of the signed contracts between Shaw Environmental Inc. and team subcontractors:

Eagle Construction & Environmental Services, L.P.  
 New Mexico State University, Carlsbad Environmental  
 Monitoring & Research Center (CEMRC)  
 Energy Solutions

**G.14 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)**

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

**G.15 GOVERNMENT PROPERTY (JUN 03) (EPAAR 1552.245-73) (JUN 2003) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
 Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.**

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

### **4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-



furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

## **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the

inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess

property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;  
 Description;  
 Manufacturer;  
 Model;  
 Serial Number;  
 Acquisition Date;  
 Date received;  
 Acquisition Cost\*;  
 Acquisition Document Number;  
 Location;  
 Contract Number;  
 Account Number (if supplied);  
 Superfund (Yes/No);  
 Inventory Performance Date;  
 Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

#### **G.16 ERRS SUBCONTRACT CONSENT REQUIREMENTS**

a. The Contractor shall submit the information required by the clause entitled "Subcontracts" (AUG 1998)(FAR 52.244-2, incorporated by reference in Section I) to the On-Scene Coordinator and obtain consent to subcontract from the On-Scene Coordinator, or Contracting Officer in accordance with the following: \*NOTE: OSC as used in this clause is limited to the list of APPROVED Ordering Officers provided in Section Clause G; ORDERING --BY DESIGNATED ORDERING OFFICERS.

<u>DESCRIPTION</u>	<u>ACTION</u>	<u>APPROVING OFFICIAL</u>
1. Subcontracts over \$100,000 & under <b>\$200,000</b> Except as stated in paragraph "b" below)	Review & Consent	OSC

- |                                                                                                                                                                                                                                                                                                                                                 |                                        |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|
| <p>a. If the contractor does not have an approved purchasing system, and the subcontract is for one of the following type contracts: cost reimbursement, time-and-materials, labor-hour and sub-contracts; and fixed price sub-contracts that exceed the Simplified Acquisition Threshold or 5 percent of estimated cost of prime contract.</p> | <p>Review &amp; Consent</p>            | <p>OSC</p>        |
| <p>b. If the contractor has an approved purchasing system, and the Contracting Officer has affirmed in writing that it is applicable to this contract, review and consent is not required for the subcontracts <b>under \$200,000.</b></p>                                                                                                      | <p>Advance notification</p>            | <p>OSC</p>        |
| <p>c. Sole Source Subcontracts over the Simplified Acquisition Threshold</p>                                                                                                                                                                                                                                                                    | <p>Review<br/>Review &amp; Consent</p> | <p>OSC<br/>CO</p> |
| <p>2. All Actions Over <b>\$200,000.00</b></p>                                                                                                                                                                                                                                                                                                  | <p>Review<br/>Review &amp; Consent</p> | <p>OSC<br/>CO</p> |
| <p>3. All Dollar Amounts</p>                                                                                                                                                                                                                                                                                                                    |                                        |                   |
| <p>a. Innovative and Emerging Alternative Technology</p>                                                                                                                                                                                                                                                                                        | <p>Review<br/>Review &amp; Consent</p> | <p>OSC<br/>CO</p> |
| <p>b. Conflict of Interest</p>                                                                                                                                                                                                                                                                                                                  | <p>Review<br/>Review &amp; Consent</p> | <p>OSC<br/>CO</p> |
| <p>c. Case-by-case Decision at CO/OSC discretion</p>                                                                                                                                                                                                                                                                                            | <p>Review &amp; Consent</p>            | <p>CO/OSC</p>     |

Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) sites. An innovative alternative technology may require field testing before it is considered proven and available for routine and/or site specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than innovative alternative technology, where performance research has not yet successfully passed laboratory or pilot testing.

OSCs have authority to consent to subcontractor selection regardless of the dollar amount in instances where Contracting Officer consent cannot be obtained due to time constraints. Such actions require that a request for ratification be submitted by the contractor to the Contracting Officer within five working days in instances where the action exceeds the authority of the OSC as specified above.

b. In instances where the subcontract exceeds the simplified acquisition threshold or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed the simplified acquisition threshold, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition. A copy of the information upon which the subcontractor selection was made and/or the sole source justification must be attached to the EPA Form 1900-55.

c. The following are designated as "Team Subcontractors" with the same rates established in the contract:

Energy Solutions  
Eagle Construction and Environmental Services  
New Mexico State University, Carlsbad Environmental  
Monitoring & Research Center (CEMRC)

Additional team subcontractors must be approved by the Contracting Officer by issuance of an official modification to the contract.

The proposed contractor SHALL provide within five (5) calendar days of issuance of a notice of award, two (2) copies of each proposed team subcontract agreement - one to the CO and one to the PO.

d. Subcontract consent given under this clause:

(1) Subcontract consent given under this clause is conditional upon the prime contractor providing the required information to support the proposed subcontract;

(2) A copy of the signed subcontract shall be sent to the reviewing and consenting officials);

(3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;

(4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;

(5) EPA consent to the subcontractor does not create any "privity of contract" between EPA and the subcontractor;

(6) EPA consent to the subcontract does not constitute a determination as to the acceptability of the subcontract price or the allowability of cost;

(7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract.

#### **G.17 URGENT REQUIREMENTS**

The contractor is required to respond to the Response Times set forth in the attachment titled, "Performance Work Statement." In the event that there exists a bona fide urgent need for immediate services in a time frame which is less than the time limits specified in the Response Plan provided by the contractor, the Government reserves the exclusive right to make other arrangements for those services or until such time as the Contractor can arrive on scene and take responsibility for the response action. In such a situation, the OSC/Ordering Officer shall verbally contact the Contractor to determine how prompt a response can be made. If the Contractor agrees to respond within a shorter time than that specified in Contractor's Response Plan, such lesser time shall then constitute the required response time for that individual Task Order.

Regardless of whether or not the Contractor indicates that response can be made in less than the minimum required time, if the response time offered by the Contractor does not meet the needs of the Government, the \*Ordering Officer has the exclusive authority to contract with another party to perform the initial services determined to be necessary to mitigate a threat to public health and welfare. When the Contractor's personnel arrive on site, arrangements shall be made with the On-Scene Coordinator or Remedial Project Manager for an orderly transition of responsibility. The Contractor may elect to subcontract any or all of the remainder of the response services at that site to the party which has already commenced the work. In any event, however, it shall be mutually agreed upon between the Contractor's representative and the OSC or RPM as to when the Contractor shall begin performance at that site.

#### **G.18 POST AWARD CONFERENCE**

A post-award conference shall be held in the EPA Dallas office within thirty (30) calendar days after contract award to (1) achieve a clear and mutual understanding of all contract requirements and (2) to identify and resolve potential problems. The post-award conference shall not be a substitute for the contractor fully understanding the work required at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award.

Attendance shall be required by representatives of the Contractor and the Environmental Protection Agency.

#### **G.19 CONTRACTOR PERFORMANCE DISCUSSIONS**

The Contracting Officer will schedule mandatory meetings to discuss contractor performance and contract management issues. The meetings will be held at EPA Dallas Office or at the contractor's facility or by conference call. The first year's meetings shall be quarterly; or as needed. The Contracting Officer reserves the right to initiate intermittent performance/contract management meetings as situations warrant during performance of the contract. Attendance/Participation by the Contractor shall be required.

#### **G.20 PERFORMANCE ASSESSMENT PLAN**



## **Performance Assessment Plan (PAP)**

**I. Introduction:** The Purpose of this PAP for the (formally called Quality Assurance Surveillance Plan or QASP) Emergency and Rapid Response Services Contract for EPA Region 6 is to layout in advance what this agency will do to assure that the Contractor's performance meets the baseline established by the contract in terms of technical requirements, schedule, quality and cost. This Plan provides the basis for the Contracting Officers's Representative (COR) to evaluate the Contractor's performance. The oversight provided for in the PAP and in the contract will help to ensure that the performance levels mandated by the Performance Work Statement are attained throughout the contract term and/or by its end. Further, this Plan provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required annual past performance evaluations. A copy of this PAP will be furnished to the Contractor so that any concerns the Contractor may have can be addressed prior to the firm's beginning the effort.

Also, information collected from surveillance activities will be the basis for determining award term incentives and disincentives for the ERRS contractor.

**II. Functions of the PAP:** The PAP is composed to convey the following:

- A. The roles and responsibilities of Government officials
- B. The evaluation methods that will be employed by the Government in assessing the Contractor's performance and
- C. The monitoring forms used to evaluate and document the Contractor's performance.

**III. Government Roles and Responsibilities:**

The "technical" Government personnel who will use this Scheme are: the Contracting Officer Technical Representative (COR). The COR has main technical responsibility for overall performance management of the contract. He or she has the lead in monitoring, assessing, recording and reporting the technical performance of the Contractor. The COR will be the main interface with the Contractor about performance and work closely with the Contractor's Project Manager. On the other hand, the Contracting Officer makes all the key contractual decisions in obligating the Government. Thus, the COR also will keep the Contracting Officer (CO) informed about the emerging performance and seek the CO's advice and input for non-technical issues that arise.

In carrying out performance monitoring, the following responsibilities are to be noted:

- A. Inspection can be done at all times and places so long as not to disrupt the Contractor's effort.
- B. If the COR discovers performance deficiencies, the Contractor is given the first right to make the corrections.
- C. If the Contractor is not able to make corrections, either:
  - 1. The Government or a third party can do so at the Contractor's expense or
  - 2. The Government can accept the performance and seek an equitable adjustment.
- D. Acceptance acknowledges that the performance conforms to the requirements and that the Government will take title and ownership of the outputs.

E. The ultimate determinant of performance is what is in the contract.

NOTE: The Contractor has a key responsibility here as well: namely, to have a quality control scheme in place and be using it to assure the proper

performance by correcting deficiencies as performance emerges.

#### **IV. Performance Evaluation Methods:**

The primary functions that the COR will carry out are: doing inspection, handling nonconformance and acceptance. These functions will be done to the tasking and deliverable facets of the effort. Specifically, such duties will entail the following:

1. Carry out periodic inspections by establishing an Inspection Schedule using the Quality checklists from the contractor's Quality Control Plan (as appropriate) and/or the set of Government Performance Requirements Summaries (in the PAP).
2. Report findings obtained from the periodic inspections to the Contracting Officer.
3. The Contractor shall maintain a presence within the Region as specified in Section of the Performance Work Statement (PWS). The EPA has the right to perform on-site inspections to insure conformance with this requirement. The Government will give no notice prior to on-site inspection and may perform this inspection at any time for the life of the contract.
4. Use the ERRS 3 Contract Task Order Surveillance Activity Checklist, which will be provided to the contractor, to: 1.) communicate discrepancies discovered during the periodic inspections, 2) note the impacts of what was not completed, and any recommendation for rework or re-performance, and 3) follow up to ensure non-conformances are corrected.
5. Hold monthly In Process Review (IPR) meetings. Contractor performance will be assessed to date as detailed by the Performance Work Statement. The Monthly Progress Report and the PAP will be used as a basis for the IPR Contractor shall first submit written status - completed, ongoing, and planned - as well as a report on the contractor's costs. Recommendations for actions on current issues and consensus for future activities will occur. COR will then conduct conference call and then follow through to ensure agreed to actions are taken by the contractor.
6. Provide timely feedback on submitted deliverables. Get feedback to the contractor in time to incorporate comments for re-submittal.
7. Review changes to the Quality Control Plan before having the Contracting Officer sign off. And
8. Perform annual and final Performance Evaluations using the Performance Criteria and Their Ratings form (see below).

#### **V. Performance Requirement Summaries:**

In general, the Tasking and Deliverables done by the Contractor will be evaluated in terms of how well the requirements of the contract are satisfied. The COR will periodically perform Inspection on the Tasking and Deliverables to ensure there is a match between actual and expected performance. If there are discrepancies, the Task Order Surveillance Activity Checklist Form (see below) will be used to communicate these performance concerns to the

Contractor, and follow through to ensure performance gaps are closed. The Contracting Officer will be kept in the loop often in terms of the Inspection findings and means to resolve identified performance concerns. Note: the periodic performance feedback given to the Contractor by the COR doing Inspection can be "golden" in terms of providing timely and insightful feedback about any "mid-course corrections" the Contractor may need to make to ultimately achieve the contract requirements. In addition, the information obtained from such incremental surveillance activities will form the basis for the COR completing the Performance Criteria and Their Ratings Form (see below).

The actual Inspection that is done by the COR includes using Performance Requirement Summaries (PRSs). These charts describe three performance facets:

A. Requirement/Task Element: This is a Task or Deliverable or an aspect of Task or Deliverable that will be evaluated by the COR. Generally, separate PRS charts are developed for each set of Task and each set of Deliverables.

B. Performance Indicator (PI): The Performance Work Statement (PWS) delineates the levels of performance expected from the Contractor. During the actual Contractor performance, the COR will evaluate the current level of performance, by using one or more Performance Indicators given herein. In many instances, these indicators come from internal or external standards. The basic reason for using Indicators is to know whether the Contractor is or is not moving toward attaining the required level of performance. A major challenge is ensuring that there is a match between the discovered Indicators and the feedback about actual performance. Then, over time, use of these Indicators can, where needed, improve the expected versus actual performance "fit." In addition, some pointers about using Performance Indicators include:

1. The more critical the finding, the more thorough the PI use and interpretation.
2. If have described a "common" set of Tasks (like analyses) or a "common" set of Deliverables (like reports) can use a "common" set of PI's to evaluate them.
3. Yet, the Indicator level can vary depending whether the Task or Deliverable is critical or noncritical.
4. Can have one or more indicators in use for any Task or Deliverable.
5. The clearer the PWS, the better the PI match.
6. Ensure PIs are consistently used.

C. Monitoring Method: This is the means by which the COR will verify that the Performance Indicators are providing effective performance feedback information.

Examples of Monitoring Methods are shown in the chart below.

## ERRS 3 Performance Assessment Plan (PAP) - Performance Requirements Summary

<b>Task Element</b>	<b>Performance Deliverable Monitored</b>	<b>Surveillance Methodology</b>	<b>Performance Ratings</b>	<b>Surveillance Frequency</b>  (See Footnote 1 & 2)	<b>Monitoring Performed</b>  (See Footnote 3 & 4)
Emergency Response Support	1. Timeliness of Response  2. Personnel and Equipment utilization  3. Transportation and Disposal  4. Cost Documentation	Periodic & Customer Feedback	0-unsatisfactory 1- poor 2- fair 3- good 4- excellent 5- outstanding	Semiannually	Conduct Full or 100% Review of selected deliverables for Emergency Response Support by COR (OSC/RPM)
Field Activities and Financial Cost Documentation	Monthly Status Report/ Invoice	Periodic	0-unsatisfactory 1- poor 2- fair 3- good 4- excellent 5- outstanding	Monthly	Conduct Review of Monthly Status Report/Invoice (s) by COR (OSC/RPM/PO)

Removal/Remedial Site Response Support	All Task Orders & Contract Reports of Work	Periodic & Customer Feedback	0-unsatisfactory 1- poor 2- fair 3- good 4- excellent 5- outstanding	Annually & Randomly	Conduct <u>Annual performance</u> feedback to contractor on all Task Orders and Contract Reports of Work.  Provide <u>immediate performance</u> feedback to contractor on all Task Orders and Contract Reports of work.  Reviews of contractor self-reporting requirements as described in the Contract Reports of Work.
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**Footnotes:**

1. The performance ratings for ERRS-3 are: 0 (unsatisfactory), 1 (poor), 2 (fair), 3 (good), 4 (excellent) and 5 (outstanding.) Definitions are presented in footnote 1. These performances ratings are given by EPA for the performance categories (quality, timeliness of performance, cost control and business relations) for work performed during the life of the contract. Information on contract performance evaluation is presented in Section H or EPAAR 1552.209-76 (2002.) Please note that an overall contract performance ratings of 4 (excellent) or 5 (outstanding) may contribute to a contractor receiving a possible incentive (an award term) under the ERRS-3 contract. The contract will end at the completion of the contract base period, if a performance rating of 3.9 or less is received. For more details on award term incentives and disincentives, refer to Section H of the ERRS-3 contract and EPAAR 1552.217-76 (April 1984.)

6. The contractor shall be evaluated based on the following ratings and performance categories:

**Ratings:** 0 = unsatisfactory 1 = poor 2 = fair 3 = good 4 = excellent 5 = outstanding

**Performance Categories:****A. Quality of Product or Service**

**unsatisfactory:** Non-conformance(s) are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.

**Poor:** Overall compliance requires significant Agency resources to ensure achievement of contract requirements.

**Fair:** Overall compliance requires minor Agency resources to ensure achievement of contract requirements.

**Good:** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

**Excellent:** There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.

**Outstanding:** The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**B. Cost Control:**

**Unsatisfactory:** Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards.

**Poor:** Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements.

**Fair:** Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements.

**Good:** There are no, or very minimal, cost management issues and the Contractor has met the contract requirements.

**Excellent:** There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government.

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is

expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent".

#### C. Timeliness of Performance:

**Unsatisfactory:** Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.

**Poor:** Delays require significant Agency resources to ensure achievement of contract requirements. **Fair:** Delays require minor Agency resources to ensure achievement of contract requirements.

**Good:** There are no, or minimal, delays that impact achievement of contract requirements.

**Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

#### D. Business Relations

**Unsatisfactory:** Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.

**Poor:** Response to inquiries and/or technical, service, administrative issues is marginally effective.

**Fair:** Response to inquiries and/or technical, service, administrative issues is somewhat effective.

**Good:** Response to inquiries and/or technical, service, administrative issues is consistently effective.

**Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

2. EPA reserves the right to modify surveillance frequency during the life of the contract to ensure that the right outcomes are being assessed under the PAP.

3. As part of the EPA surveillance activity, full or 100% reviews will be conducted semiannually by EPA ERRS-3 CORs for Emergency Response Support. In addition, EPA ERRS-3 CORs will conduct monthly reviews of the Monthly Status Reports and Invoices for activities involving Field activities and Financial Cost Documentation. All deliverables from the ERRS -3 Task Orders and Contract Reports of Work will be evaluated annually by EPA ERRS-3 CORs. Randomly, any deliverable from the Contract Reports of Work or Removal/Remedial Site Response Support could be selected any time for monitoring and/or evaluation as part of the EPA Surveillance activity for the ERRS-3 contract.

4. The reviews and customer feedback will be documented on the EPA Contractor Performance Evaluation Form as part of the Contractor Performance System administered by National Institutes of Health (CPS.) <http://cps.nih.gov/>

ERRS 3 Task Order Surveillance Activity Checklist for:  
(Site Name)

Prepared by (TO Monitor):	Date: "ADD"	TO Number:
Reviewed by (Project Officer):	Date: "ADD"	Evaluation Period:    /    /    to    /    /

Contract:	<b>Performance Categories Ratings</b> (Ratings for deliverables will be straight-line averaged to determine annual NIH ratings and annual Contract Rating)	<b>Overall Deliverable Rating</b>
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Title of Deliverable/ Outcome	Type of review I=Interim F=Final Product O=Ongoing		Quality	Cost Control	Timeliness	Business Relations
1. Response	"O or F"					
2. Invoice	"O or F"					
3. Report (s)	"I or F"					
4.						
5.						
6.						

Average monthly rating for each performance category (To be completed by Project Officer and shared with contractor during performance discussions)					
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Comments including any monthly customer feedback, noteworthy accomplishments, and discrepancies from expectations:  
 “PROVIDE INFORMATION TO JUSTIFY RATINGS”

The TO Monitor has / has not provided verbal feedback to the contractor related to the above comments.  
 “Should provide immediate verbal feedback to the contractor... so performance is recognized.”

Guidance on Performance Categories to be used in determining ratings

<p><b><u>Quality of Product or Service</u></b></p> <ul style="list-style-type: none"> <li>- Compliance with contract requirements</li> <li>- accuracy of Reports</li> <li>- Effectiveness of Personnel</li> <li>- Technical Excellence</li> </ul> <p><b>Ratings:</b></p> <ul style="list-style-type: none"> <li>0 - Contractor is not in compliance and is jeopardizing achievement of contract objectives</li> <li>1 - Major problems have been encountered</li> <li>2 - Some problems have been encountered</li> <li>3 - Minor inefficiencies/ errors have been identified</li> <li>4 - Contractor is in compliance with</li> </ul>	<p><b><u>Cost Control</u></b></p> <ul style="list-style-type: none"> <li>-Record of forecasting and controlling target cost</li> <li>-Current, accurate and complete billings</li> <li>-Comparison of negotiated costs to actual expenditures</li> <li>-Costs efficiencies or deficiencies</li> </ul> <p><b>Ratings (based on contractor self-reporting):</b></p> <ul style="list-style-type: none"> <li>0 - less than 70% of deliverables on-budget</li> <li>1 - 70 - 79% of deliverables on -budget</li> <li>2 - 80 - 89% of deliverables on-budget</li> <li>3 - 90-93% of deliverables on-budget</li> </ul>	<p><b><u>Timeliness of Performance</u></b></p> <ul style="list-style-type: none"> <li>-Met interim Milestones</li> <li>-Reliability</li> <li>-Completed on time, including wrap-up and contract administration</li> <li>-Met delivery schedules</li> </ul> <p><b>Ratings (based on contractor self-reporting):</b></p> <ul style="list-style-type: none"> <li>0 - less than 64% of deliverables on-time</li> <li>1 - 65 - 74% of deliverables on -time</li> <li>2 -75 - 84% of deliverables on-time</li> <li>3 - 85-89% of deliverables on-time</li> <li>4 - 90 - 94% of deliverables are on-time and no</li> </ul>	<p><b><u>Business Relations</u></b></p> <ul style="list-style-type: none"> <li>-Effective Management, including subcontracts</li> <li>-Reasonable/cooperative behavior w/external customers</li> <li>-Responsive to contract requirements</li> <li>-Notification of problems</li> <li>-Flexibility</li> <li>-Pro-active vs. reactive</li> </ul> <p><b>Ratings:</b></p> <p><b>Rating:</b></p> <ul style="list-style-type: none"> <li>0 - Management of outcome and communications related to deliverable is not effective</li> <li>1 - Management of outcome and</li> </ul>
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<p>contract requirements and/or delivers quality products/services</p> <p>5 - The contractor has demonstrated an outstanding performance level that justifies adding a point to the score.</p>	<p>4 - 94 - 96% of deliverables are on-budget and no significant impact to projects due to budget overages</p> <p>5 -97% or more deliverables are on-budget and no significant impact to projects due to budget overages</p>	<p>significant impact to projects due to lateness</p> <p>5 -95% or more deliverables are on-time and no significant impact to projects due to lateness</p>	<p>communications related to deliverable is marginally effective</p> <p>2 - Management of outcome and communications related to deliverable is somewhat effective</p> <p>3 - Management of outcome and communications related to deliverable is usually effective</p> <p>4 - Management of outcome and communications related to deliverable is effective</p> <p>5 - The contractor has demonstrated an outstanding performance level that justifies adding a point to the score.</p>
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**COMPLETE THIS SECTION ONLY FOR MONTHLY PROGRESS REPORT/INVOICE SURVEILLANCE:**

I have reviewed the contractor's monthly progress report and invoice and have determined:

- \_\_\_\_\_ Site specific monthly progress report is acceptable as presented. No changes or modifications are required at this time.
- \_\_\_\_\_ Services performed by the contractor support payment of the dollars invoiced and appear to be reasonable for the work performed.
- \_\_\_\_\_ Additional supporting data was requested from the contractor and adequately supports payment of the invoiced amount (attach copy of telephone conversation memo to document).
- \_\_\_\_\_ Costs are recommended for suspension since they cannot be verified. See attached comments.

\_\_\_\_\_  
Task Order Monitor

\_\_\_\_\_  
Date

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so

long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting

officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

*(e) Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

*(f) Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined

in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

#### **H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.5 LIMITATION OF FUTURE CONTRACTING (ERRS) (EPAAR 1552.209-74) (APR 2004) ALTERNATE I (APR 2004)  
DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the

completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Superfund Technical Assistance and Removal Team (START); type activities (e.g., START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any START type activities (e.g., START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

(3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.



(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)**

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior

executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

#### **H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate

the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.8 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS industry subsector(s)	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members)	562		
Total Subcontractor	562		

Targets			
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(b) The following specifically identified SDB(s) was (were) considered under the Section - SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

New Mexico State University, Carlsbad Environmental Monitoring  
Research Center (HBCU)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

#### **H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of

this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after

completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.12 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.



#### **H.13 INTERNATIONAL INSURANCE**

The contractor is responsible for obtaining all insurance requirements for efforts outside the U.S. borders. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the borders through the applicable international government approved carrier.

#### **H.14 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS**

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract internationally, including licensing requirements, transportation, etc. The contractor may be subject to international laws and regulations regarding any work performed outside U.S. borders.

#### **H.15 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.16 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)**

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the contracting officer to be in the best interest of the Government to suspend

this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

#### **H.17 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written

determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

**H.18 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.19 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**H.20 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are

included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.21 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

**H.22 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78)  
(DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees



may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

#### **H.23 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

- (1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental

Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1),(2), (3),(4),(5), (6),(7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.24 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 15 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not

receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

## **H.25 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

\*delivery order or task order

## **H.26 OPTION TO INCREASE THE MAXIMUM AMOUNT OF CLEANUP SERVICES**

The government may increase the maximum amount of cleanup services to be ordered up to 50% of the contract ceiling. This option shall be exercised in a single increment (only one time) by the issuance of a unilateral modification by the Contracting Officer. The maximum potential dollar value of the option is:

\$113,416,891.66

If this option to increase the maximum amount of cleanup services is exercised by the Government, the parties hereto agree that all cleanup services provided within these increased maximum amounts shall be provided at the same fixed rates which are in effect for that year of the contract when the services are provided. In accordance with **Section B, Clause entitled "Fixed Rates for Services-Time and Materials or Labor Hour Contract"**, if work extends beyond the last year of the contract, that last year's rates will remain in effect, with the exception of increases in the prevailing labor rates provided by the Secretary of Labor.

#### **H.27 STOP WORK ORDER FOR INDIVIDUAL TASK ORDERS**

A. A Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work called for by any Task Order issued under this contract for a period not to exceed fourteen (14) calendar days after the receipt of the order by the Contractor. During emergency response actions or removal actions where inaction would negatively impact the removal action and the Contracting Officer is not available, a designated Ordering Officer may also require the contractor to stop all, or any part of work as stated above. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage.

B. When the Stop Work order period expires or is canceled by the Contracting Officer or designated Ordering Officer (during emergency response or removal actions as mentioned in paragraph A. above), the Contractor shall resume work. An equitable adjustment will be made in the Task Order period of performance or Task Order price, or both, and in any other provisions of the Task Order that may be affected and the Task Order will be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, performance of any part of this Task Order and

(ii) the Contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage provided that, if the Contracting Officer decides the facts justify such action, he/she may receive and act upon any such claim asserted at any time prior to the final payment under this contract.

C. If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

D. If a Stop Work order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

E. If it is determined necessary to extend the period covered by the stop work order, such extension shall be made by written modification to the Task Order, and shall be mutually agreed to by the Contractor and the Contracting Officer.

#### **H.28 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

##### **Program Manager**

Dan Oser

##### **Response Manager I**

John Elliott

Mike Means

James Vigerust

Tom Switzer

##### **Response Manager II**

Leroy Cassidey

Rick Fisher

Ron Kenyon

Rick Murray

**T&D Coordinators**

Greg Norden  
Andy Lewis  
Barry Taggart  
Robert Wylie

**Corporate Safety Officer**

James Joice

**Alternate Corporate Safety Officer**

Melissa Smith

**Chemist**

Guy Gallello

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**H.29 FORMAT FOR SUBMISSION OF KEY PERSONNEL CATEGORIES**

All requests for the addition of key personnel shall be submitted in accordance with Section H Clauses entitled Key Personnel and Key Personnel-Subcontractors with detailed resume information corresponding to the requirements set forth in the attachment entitled, Personnel Responsibilities and Minimum Qualifications. Additionally, for the positions of Response Manager and T&D Coordinator, the form shown in



the attachment entitled, Personnel Qualifications Checklist, shall also be completed and submitted.

#### **H.30 KEY PERSONNEL - SUBCONTRACTORS**

The following and any future subcontractor personnel are not authorized to perform as Response Managers under this contract until the contractor submits and receives Contracting Officer approval of the written Designation of Approval of the individual(s) as (an) Agent(s) of and for the contractor. The Agent is therefore authorized to take direction for the contractor and to obligate the contractor's commitment of funds and effort in connection with work on site.

##### **Response Manager, Level I**

Hiren Shah, Eagle Construction and Environmental Services, LP  
Brian Turner, Eagle Construction and Environmental Services, LP

##### **Response Manager, Level II**

Bud Martin, Eagle Construction and Environmental Services, LP  
Henry Wise, Eagle Construction and Environmental Services, LP  
David Hanawa, Chemical Response & Remediation Contractors, Inc.

#### **H.31 TEAM SUBCONTRACTOR AGREEMENTS**

The contractor shall provide within five (5) calendar days of issuance of a notice of award, one copy of each proposed Team Subcontract agreement, when applicable) to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 days of execution. Any agent agreements shall be provided within thirty (30) days of contract award. Subcontractors performing as agents may not perform work on site prior to submission of agent agreements without the written consent of the Contracting Officer.

#### **H.32 PUBLICITY (EPAAR 1552.237-74) (APR 1984)**

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

**H.33 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.34 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's

personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within \_\_5\_\_ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within \_5\_ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.35 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the

contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

**H.36 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**H.37 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)**

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<<http://www.epa.gov/oam/ptod/>> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [List types of documents, or insert "None."]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

#### **H.38 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT**

The On-Scene Coordinator (OSC), Remedial Project Manager (RPM) or Contracting Officer may require decontamination of Contractor-owned equipment. Equipment may be decontaminated at the site of the response action or at the contractor's facility. Labor charges and charges for the use of decontamination equipment as directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the B Clause, "Fixed Rates for Services - Time and Materials Contract" and the pricing set forth in the attachment entitled, "Pricing Schedule." If the OSC or RPM approves any portion of the decontamination process to be performed at the contractor's facilities, labor charges for decontamination and the use of the decontamination equipment, shall not exceed one day. Documentation of this approval shall be on the 1900-55 prior to the expenditure. Expenses for additional decontamination efforts (not authorized by the OSC, RPM or CO) shall be borne by the Contractor.

#### **H.39 HEALTH AND SAFETY**

The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, in accordance with the National Oil and Hazardous Substance Pollution Contingency Plan, 40 C.F.R., Part 300, the OSC or RPM is responsible for and has the authority to establish the standards of safety for all individuals on site. The Contractor may be required, in accordance with OSC/RPM specifications, to prepare the site-specific Health and Safety Plans (HASPS) which addresses all actions proposed at the site and all entities. Accordingly, this HASP is intended to serve as the EPA HASP for the site.

The Contractor shall ensure that all of its personnel and subcontractors working at the site are in compliance with EPA, OSHA, state and minimum standards as specified by the FOSC. Any and all of the required elements of a HASP, (as referenced in OSHA regulations contained in 29 C.F.R. Part 1910.120, and the NIOSH/OHSA/USCG/USEPA "Occupational Safety and Health Guidance manual for Hazardous Waste Site Activities" 1985), to include the level of protection, may be specified by the OSC or RPM. This determination of the requirements and procedures for worker protection, shall not be subject to the "Disputes" clause of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC/RPM and the Contractor's site health and safety representative, the matter will be referred for resolution between the OSC/RPM and the Contractor's corporate health and safety representative. If the health and safety issue still cannot be resolved, then the matter will be referred to the EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an OSC/RPM directive pertaining to health and safety.

When a HASP, addressing any or all phases of site operations is required as part of a task order to be developed by the Contractor, such a plan shall be submitted to the OSC/RPM for review and approval prior to commencing work. Upon receipt of OSC/RPM approval, the Contractor shall follow the HASP throughout the duration of the removal or remedial action, unless modifications to the plan have been approved by the OSC or RPM. If a HASP is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC/RPM within twenty-four (24) clock hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of removal and remedial action without notification to the OSC/RPM of any objections will be deemed to constitute acceptance of the HASP.

Notwithstanding in EPA's aforementioned rights to direct Contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However any extra costs associated with these more stringent requirements shall not be borne by the Government.

#### **H.40 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT**

The award of this contract does not constitute a waiver of the Government's right to bring action against

any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract.

The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION CLAUSES in this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

#### **H.41 SPECIAL PROVISION REGARDING TERMINATION OF TASK ORDERS**

Consistent with provisions of FAR 52.249-6 Termination (Cost- Reimbursement) (Alternate IV) (SEP 1996), the Government may terminate individual Task Orders in whole or in part.

Due to the emergency nature of the cleanup services to be provided, the following revisions to the "Termination" Clause are made and are applicable to individual task orders for cleanup services:

Paragraph (a), Section (2) is revised to read:

(2) The Contractor defaults in performing this contract (task order and fails to cure the default within 48 hours after receiving a notice specifying the default (unless extended by the Contracting Officer.) Default include failure to make progress in the work so as to endanger performance.

Paragraph (h) is revised to read:

(h) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs (except for items for which there is a contract specified fixed-rate) claimed, agreed to, or determined under this clause.

If a contract is awarded, the Government may terminate any task order placed thereunder for its convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor had knowledge of facts or circumstances, relating to an organizational conflict of interest, and did not disclose or misrepresented such information, the Government may terminate the contract



or task order for default, may debar the Contractor from Government contracting, and may pursue such other remedies as may be permitted by law or this contract.

For purposes of "Task Order," a Notice of Termination is defined to include notice by telephone or in person which is confirmed in writing by the Contracting Officer. If the termination of a Task Order is affected by such oral communication, then the effective date of termination shall be the date of that communication.

#### **H.42 AWARD TERM INCENTIVE**

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Section H Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) Period of performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising a total of four (4) award term incentive periods, consisting of twelve (12) months each. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is 96 months or eight (8) years.

(c) Right not to grant or cancel the award term incentive.

(1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if -

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating

the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period, or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any-

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

#### **H.43 AWARD TERM INCENTIVE PLAN**

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be

made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) Basis and Procedures for Evaluating Performance

After the conclusion of each contract year, the Contracting Officer (CO) and the Project Officer will complete an evaluation of each task order for Quality of Product or Service, Cost Control, Timeliness and Business Relations.

The numeric performance ratings (0, 1, 2, 3, 4, 5) will be applied to the performance categories (quality, timeliness, cost control and business relations). The ratings for each category will then be given a straight average to arrive at the Task Order's overall rating. To arrive at the overall aggregate contract rating (Contract Rating) for all Task Orders, a straight average will also be utilized. This average contract yearly rating shall be entered into the National Institutes of Health (NIH) Contractor Performance System (CPS) for this contract.

The performance ratings and the procedures for evaluating performance are presented in Section G Clause entitled "Performance Assessment Plan."

The Award Term evaluation and recommendation, as determined by the Award Term Determination Official (ATDO), shall be based upon work performed on all Tasking Instruments. The ATDO is identified as the Level Above.

(c) Evaluation Periods-Award/Award Term Incentive Periods

At the conclusion of each contract year, a contract rating will be determined using the basis and procedures specified in the "Basis and Procedures" section of this clause. Then, at the second half of year four (4), the contractor shall be evaluated for performance from the start of the contract through 6 months into the 4<sup>th</sup> contract year. The Project Officer will apply a straight average of ratings for Years 1, 2, 3, and six months of the 4<sup>th</sup> year utilizing yearly ratings (interim reports) and preliminary performance ratings for the partial 4<sup>th</sup> contract year to determine the application of the first 12 month award term.

For each successive award term, the contractor shall be evaluated using the Performance Assessment

Plan evaluations (NIH Categories) for each task order for the final six months of the previous award term and the initial six months of the current award term year.

The results of that average rating shall translate into the following:

Performance Rating	Incentive
4.0 to 5.0	Extend contract one 12-month award term
3.9 or less	Contract ends after completion of base period and/or reaching minimum contract value

(d) Individual Task Orders - Disincentives

In the event that the contractor has performed less than satisfactorily (good, fair, poor, unsatisfactory) on an individual task order during a contract year, EPA reserves the right to require the contractor to correct the deficiencies, as provided in FAR 52.246-6 (May 2001) INSPECTION-TIME AND MATERIAL AND LABOR-HOUR and/or remove work assigned to the contractor for a task order that is rated overall poor or unsatisfactory. The rework request will be documented on ERRS Surveillance Activity Checklist. The government reserves the right to increase surveillance activities of similar type work and may request revision of the contractor's Quality Control Plan at no additional cost to the government.

#### **H.44 USE OF ERRS COMPANY OWNED OR AFFILIATED LABORATORIES AND TREATMENT FACILITIES**

The OSC or RPM, in conjunction with the Contracting Officer, shall determine the appropriateness of using contractor-owned or affiliated laboratories. Such determinations shall be based on competition, site safety concerns, and the potential for an actual or apparent conflict of interest on the part of the ERRS contractor.

There are certain situations where the use of an ERRS contractor owned or affiliated laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be treated or disposed. When the ERRS Contractor is conducting waste characterization analysis for purposes of waste identification and/or bulking options for off-site

disposal, contractor-owned laboratories may be utilized to conduct qualitative analysis. Also, under emergency response conditions, there may be instances where real time analytical support services from the contractor-owned or affiliated laboratories is necessary and does not present a conflict of interest. Situations of this nature would be the real time analysis of unstable hazardous waste materials to provide OSCs/RPMs with the necessary information to protect the public health and environment, as well as site personnel. Contracting Officer approval shall be obtained prior to utilization of contractor-owned or affiliated laboratories.

#### **H.45 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES**

(a) The contractor is required to subcontract all transportation of oil, and hazardous substances removed from the site of the clean-up to an appropriate disposal facility unless otherwise directed by the OSC, and to subcontract the storage and ultimate disposal of the materials removed from the site. If the prime contractor or prime team-subcontractors have fixed facilities for hazardous waste storage or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.

(b) The contractor is required to subcontract all transportation of oil, petroleum, and hazardous substances removed from the site of the cleanup to an appropriate storage or disposal facility. If the prime contractor has transportation equipment within the same company, such equipment and facilities will not be eligible for use under this contract unless this requirement is waived by prior written approval of the Contracting Officer or as described in (d) below.

(c) Competition shall be obtained to the maximum practicable extent. The methods selected for off-site transportation and disposal are subject to the approval of the OSC or Contracting Officer. Contractors shall obtain and provide to the approving official, written documentation of at least three (3) price or cost estimates for transportation of hazardous waste materials to a disposal facility and/or treatment and disposal facility. A CERCLA Offsite Disposal Report is required (See Attachment labeled Reports of Work, Attachment 14).

(d) The OSC or RPM may direct the contractor to perform offsite transportation services up to the ceiling amount or **the simplified acquisition** threshold per site when the contractor has available the necessary transportation equipment, labor and licenses. The OSC or RPM must make a written determination

that the situation on site clearly demonstrates that it is in the Government's best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC/RPM.

#### **H.46 TASK ORDERS**

(a) Task or performance of the response services of this contract shall be made only as authorized by orders issued in accordance with Clause G, "Ordering - By Designated Ordering officers".

(b) The Government is obligated to make payment only for work actually performed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered by the Contracting Officer through the issuance of individual Task Orders. All Task Orders issued will be for the services specified in each Task Order, and will be in accordance with the fixed rates specified in Section B Clause FIXED RATES FOR SERVICES-TIME AND MATERIALS CONTRACT, and the attachment entitled, "Pricing Schedule" of this contract.

(e) In the event of an emergency, the Ordering Officer may issue a verbal order, to be followed up in writing within five (5) working days of verbal notification with a confirming written Task Order.

(f) The On-Scene Coordinator/Remedial Project Manager named in the Task Order will be responsible for the technical administration of Task Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators or Remedial Project Managers have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for contractual action.

(g) A separate EPA Form will be issued for each Task Order. Each Task Order will include:

1. Date of the order, contract number, Task Order number, time of order (if issued verbally), name of On-Scene Coordinator (OSC) or Remedial Project Manager (RPM) responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of order, required response time,

and required completion date.

2. Location of the site and the name of the Response Manager assigned by the Contractor, if known at the time of issuance.

3. The specific Statement of Work related to the response activity identified in the Task Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(h) The contractor shall acknowledge receipt of each order in writing within ten (10) calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contract Officer responsible for contract administration.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall immediately notify the Contracting Officer within ten (10) calendar days of receipt, or one-half (½) of the time specified for performance of the order, whichever is less, stating why the completion date is considered unrealistic.

(j) The ceiling amount for each Task Order will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase of the ceiling amount will be authorized in a written modification to the Task Order, and will be a unilateral action by the Government. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85% of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer, the Project Officer, and the Contractor in writing.

(k) A Standard Form 30 will be used to modify all Task Orders, and will be signed by the Contracting Officer and, when applicable, the Contractor.

(l) Except as required by the other provisions of this contract which specifically cite and state that they are exceptions to this clause:

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the task order; and

(2) The Contractor is not obligated to continue performance under a task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of a task order ceiling amount, until the CO notifies the Contractor, verbally and/or in writing, that the task order ceiling amount has been increased.

(m) No notice, communication, or representation in any form other than that specified in subparagraph j above, or from any person other than the CO, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

(n) Change orders and modifications shall not be considered an authorization to exceed the task order ceiling amount unless they contain a statement increasing the task order ceiling amount. If the ceiling amount of the task order is increased, any costs the Contractor incurs shall be allowable, unless the CO issues a termination or other notice directing that the task order ceiling increase is solely to cover termination or other specified expenses.

(o) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

#### **H.47 PERFORMANCE BASED TASK ORDERS**

Some task orders under this contract may be negotiated and issued on a performance based basis. The issuance of a performance based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

When performing performance based task orders, the Government may elect to have the contractor submit a Daily Work Proposal for review, negotiation and approval, versus the Government issuing a Daily Work Order. The OSC may specify the activities to be performed and the Contractor specify the personnel,



equipment, materials, means of accomplishing the activities, and propose a work goal. The Daily Work Proposal prepared by the Contractor shall be subject to negotiation and approval by the OSC.

Under such a performance based task order, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders will be issued on either a fixed rate or firm-fixed price basis. In addition to a complete task order being issued on a performance basis, individual distinct tasks/elements of a Task Order may be negotiated on a performance basis.

#### **H.48 FIXED PRICE TASK ORDERS**

Performance based task orders may be issued as fixed price. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are incorporated into the contract by reference.

52.229-3	JAN 1991	FEDERAL STATE AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED
52.232-32	FEB 2002	PERFORMANCE BASED PAYMENTS
		(Only applicable to firm fixed price performance based task orders)
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.243-1	APR 1984	CHANGES- FIXED PRICE ALTERNATE I
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-2	APR 1984	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) Alternate I
52.246-4	AUG 1996	INSPECTION OF SERVICES (FIXED PRICE)
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

**H.49 ANNUAL INCURRED COST SUMMARY**

For the purposes of this clause, the Contractor's fiscal year is

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- (a) Within 90 calendar days after the end of the Contractor's fiscal year, the contractor shall submit to the Contracting Officer, a report summarizing claimed contract costs for each Task Order covered by the fiscal year being reported. This report shall be consistent with the incurred cost submission required by Allowable Cost and Payment" (FAR 52.216-7) (Mar 2000) as incorporated by reference in Section I. Costs shall be further subdivided to include personnel, equipment, materials and miscellaneous expenses, travel and subsistence, Team Subcontractors, other subcontractor costs, and any applicable indirect costs. Team Subcontractor's costs should be detailed to the same extent as Prime Contractor's cost, i.e. by Task Order, by cost element and a summary comparable to the Prime Contractor's.
- (b) Annual Incurred Cost Audits will be conducted by the cognizant auditing agency upon receipt of the Contractor's fiscal year submission.
- (c) The Contractor shall make timely submission of its fiscal year indirect rate proposals as required by paragraph (d) of FAR 52.2167 so that these rates can be incorporated into the annual incurred cost submission.
- (d) Upon completion of the audit review, the Contractor and the EPA Contracting Officer (CO) will resolve audit and any other outstanding issues including any amounts found by the CO to be unallowable. If for any reason, an agreement cannot be reached, the CO will determine final costs using all relevant information available. This decision shall be final unless appealed. Any appeal submitted in response to the determination shall be treated in accordance with the Disputes Clause of this contract.
- (e) Task Orders that cross fiscal years and remain active beyond the period reported on will be subject to an interim upward or downward funding adjustment until final work is completed and reported in subsequent periods. Task Orders completed and resolved during this process will have their funding levels adjusted accordingly.

**H.50 FINAL RECONCILIATION OF COST**

Upon completion of the last year of the contract and resolution of the final annual incurred cost summary, the Contractor will be required to submit to the EPA Contracting Officer, a Final Cumulative Claim and Reconciliation. This submission will be compared to the results of the resolved annual incurred cost submissions and a "Final Invoice" will be submitted with payment due to or by the contractor. The completion invoice should be submitted promptly but not later than one year from the completion date of the contract and/or individual task order.

**H.51 CLOSE-OUT OF TASK ORDERS**

(a) Within 120 days after finalization of transportation and disposal costs or the completion of site work, whichever occurs last, the Contractor shall submit a written summary of all costs claimed to the Contracting Officer. Finalization of transportation and disposal costs is defined as the completion of disposal, not to exceed 120 days after completion of site work, unless otherwise approved by the FOSC. Completion of site work is defined as final demobilization of the site and completion of the Contractor's Final Cost report as described in Attachment 14, Reports of Work or when the final subcontractor's invoice is received by the Contractor, whichever is later. This summary shall contain the following information:

- (1) Labor categories, total hours for each labor category, and total amounts claimed.
- (2) Equipment categories, total daily usage for each equipment item, and total amounts claimed.
- (3) List of materials used on site, total costs, and total material handling charge costs, if applicable.
- (4) List of all other direct costs incurred and dollar value and the total cost for all other direct costs.
- (5) List of all subcontracts and dollar value and the total cost for all subcontracts.

The information provided should be in sufficient detail to permit the CO a complete understanding of

all costs claimed. After receipt of this summary, the CO will negotiate the task order closeout with the Contractor as soon as possible.

(b) Upon completion of the negotiations, the CO will issue a written Notice of Closeout of Task Order on Standard Form (SF) 30, adjusting the labor hours by category, equipment usage by category, materials/other direct costs/subcontracts, the material handling charge, if applicable, and the total cost of the task order. The Contractor shall sign and return this notice within thirty (30) calendar days of receipt. If a negotiated agreement cannot be reached, the CO will determine the final total cost of the task order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be processed in accordance with the provisions of the "DISPUTES" clause of this contract.

#### **H.52 LIMITATION OF COST FOR TASK ORDERS**

1. The contractor shall notify the OSC, the Project Officer, and the Contracting Officer in writing whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously incurred under the task order, will exceed 85% of the ceiling amount specified in the task order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications made to the task order ceiling amount.)

2. Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause:

a. The Government is not obligated to reimburse the contractor for costs incurred in excess of the ceiling amount specified in the task order; and

b. The contractor is not obligated to continue performance under a task order (including actions under the Terminations clause of this contract) or otherwise incur costs in excess of the task order ceiling amount, until the Contracting Officer notifies the contractor that the task order ceiling amount has been increased. This may be done verbally, but will be followed up in writing within 5 days.

3. No notice, communication, or representation in any form other than that specified in

subparagraph 2b above or from any person other than the Contracting Officer, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

#### **H.53 DATA**

(a) The Contractor hereby agrees to deliver to the Government, within sixty (60) calendar days after the completion of the contract period of performance the following documents, if required in the Task Order, pursuant to Reports of Work (See the attachment entitled, "Reports of Work"), **Contractor's Final Site Report**:

1. All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Information."

2. All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

3. All originals (if originals are unavailable, copies will be accepted) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to support of the EPA and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination after consultation with the OSC and the CO. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in this contract.

4. Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, photographs and other site specific documents which are necessary to substantiate cost recovery actions pursuant to the contract clause entitled "Additional Data Requirements" in Section I.

Upon receipt of all data provided to the Government by the Contractor under this paragraph, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

1. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data General". Such financial, cost or pricing data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.

2. Contractual agreements for supplies or services. (This exclusion does not apply to: 1) data resulting from such services, or 2) subcontracts issued in order to support site activity which are reimbursed through this contract.

3. Contractor and personnel performance ratings and evaluations.

4. Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) The Contractor shall deliver to the OSC within (90) ninety calendar days after the completion of the Task order period of performance, all site related data including but not limited to reference materials, source lists, field notes, log books, chemical data, maps, photographs, and other site specific documents which are necessary to substantiate cost recovery actions.

#### **H.54 RETENTION AND AVAILABILITY OF CONTRACTOR FILES**

(a) The contract contains the Federal Acquisition Regulation Clause 52.215-2 "Audit and Records - Negotiation JUN 1999" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related response activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government and only to the Government the records described in (a) and (b) above for a period of ten years after final payment under the contract. (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the CO, or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if litigation is in-process or is pending relating to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

#### **H.55 TESTIMONY**

From time to time, the Government may have the need for expert and non-expert testimony during enforcement proceedings for a given site where the Contractor provided services. Such effort shall be considered within the scope of this contract. The individuals selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall, if necessary, be an expert in the field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If the effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

#### **H.56 REMOVAL COST MANAGEMENT SYSTEM (RCMS) SOFTWARE**

(a) The use of EPA's Removal Cost Management System software (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance of this contract. The EPA will provide the contractor with the RCMS software which is a nationally consistent PC-based software package that generates cost/data receiving reports for EPA removal sites. RCMS allows EPA to track both ERRS contractor and government costs, project future costs, run reports, and check contractor invoices.

To run cost tracking, a rates disk is required. Rates disks are contract specific and contain all personnel and equipment rates in the contract. Rate disks will be provided by EPA.

(b) The minimum requirement to run RCMS is a system capable of running Windows 95 or greater.

(c) Initial contractor training of the use of this system will be provided by the EPA. Additional training will be provided by EPA upon updates or revisions to the RCMS system. It will be the contractor's responsibility to provide training for new hires.

(d) The cost of this system shall not be reimbursable as a direct cost under this contract.



(e) The current archive disk covering the invoice period must be submitted to the Project Officer with each invoice.

(f) The final archive disk copies shall be clearly marked "FINAL ARCHIVE DISK" and shall be forwarded to the Contracting Officer with the Final Site Report.

**NOTE:** The RCMS is strictly for EPA removal site cost data management. It is not intended to augment or replace the contractor's cost accounting system. The contractor is required to track and account for their costs with their own system.

#### **H.57 CROSSOVER**

The Contractor agrees to accept orders within any other EPA Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amount specified in the clause titled "Minimum and Maximum Amounts of Clean-up Services." If services in another Region are ordered by the EPA, the required response time and other terms and conditions for the response action shall be mutually agreed upon by the Contractor's representative and the Contracting Officer at the time of placement of the Task Order.

#### **H.58 DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION TO TASK ORDERS**

(a) Each task order issued under this contract will be subject to either DBA or SCA (See Attachment 6 for SCA rates) prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those portions of the effort specifically related to DBA or SCA and determine wage rates by labor category classification accordingly. The FOSC together with the Contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the CO will make the final determination.

(b) Upon issuance of each task order, there will be a period of assessment during which the CO, PO, and the Contractor will evaluate the planned site work and determine, to the maximum extent possible, whether or not there is substantial and segregable construction to which DBA applies. The CO is responsible for making the final determination of DBA applicability.

If the fixed rate in the contract (base rate) is higher than the DBA wage requirement, the fixed rate will prevail. However, applicable DBA compliance requirements such as, weekly submittal of certified payrolls and posting the wage determination schedule in a prominent place on site is still required. If the fixed rate in the contract is lower than the required DBA wage rate, the contractor will be allowed to adjust the rate accordingly.

In compliance with DBA regulation, the Contracting Officer has designated the use of the "Residential, Building, Heavy and/or Highway Project Wage Determination Schedules" as the anticipated appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract; however, other wage schedules may be used, as required. The schedules are listed by state and will be maintained by the EPA Contracting Office. Any deviations from the use of this Schedule or need for the issuance of an additional classification/category shall require prior Contracting Officer approval in accordance with FAR Clause 52.222-6, Davis-Bacon Act.

#### **H.59 PERFORMANCE BONDS**

The Miller Act applies to substantial and segregable construction exceeding the simplified acquisition threshold under this contract. The contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the Contracting Officer. Bonds shall be provided by the prime contractor at the Task Order level. With the consent of the Contracting Officer, the performance bond may be provided by the subcontractor. In all cases, the Contracting Officer may determine that the dollar amount of the Miller Act performance bond shall be "zero".

#### **H.60 PAYMENT BONDS**

The Contractor is required to furnish a payment bond for performance of work (for which the Davis Bacon Act is applicable) under this contract. The prime contractor is further required to flow the payment bond requirement down to all subcontractors whose contracts exceed the simplified acquisition threshold. The penal sum of the payment bond shall equal:

- (a) 50 percent of the Task Order ceiling if the ceiling is not more than \$1 million;

(b) 40 percent of the Task Order ceiling if the ceiling is more than \$1 million but not more than \$5 million; or

(c) \$2 ½ million if the Task Order ceiling is more than \$5 million.

#### H.61 DEFINITIZATION OF PROVISIONAL RATES

a) The contractor shall, within 60 calendar days after use of a provisional rate, regardless of the dollar amount submit a proposal containing the final proposed rate and shall provide supporting data, including price comparison data to support price analysis and cost data with back-up, as required.

b) Each final rate proposed for labor shall be based upon actual cost experience during that period. For each labor category, the contractor shall identify the individual employees who performed services under the contract by name, their individual hourly rates, and the number of hours of effort provided by each. The final rate proposed shall be calculated as follows:

Hourly Rate paid*	X.XX
Indirect Cost (If applicable)	X.XX
	-----
Total Hourly Cost	X.XX
Profit	-----
Proposed Rate	

\*If more than one employee is involved, the hourly rate shall be a weighted average rate which reflects the number of hours worked by each individual whose rate is included in the rate calculation.

c) Each final rate proposed for equipment shall be based upon actual cost experience for the piece of equipment during that period. The contractor shall provide support for the actual cost experience for each piece of equipment using the following schedule OR the contractor's company-wide equipment usage log. If you elect to use the equipment usage log, it must contain a cost breakdown adequate for audit purposes.

Equipment Item \_\_\_\_\_

Make/Model \_\_\_\_\_

Quantity Owned \_\_\_\_\_

Purchase Price (Including Freight Costs and Applicable Taxes.  
 If more than one unit, give average for group\_\_\_\_\_.

Useful Life \_\_\_\_\_Years

\_\_\_\_\_Total Days

Used \_\_\_\_\_(if more than one unit, give average usage)\*\*

Salvage Value\_\_\_\_\_ (If more than one unit, give average value)

\*\*NOTE: The definition of usage shall be the same as was used in developing the fixed rates in the provision entitled "FIXED RATES FOR SERVICES -- TIME AND MATERIALS CONTRACTS.

State the following expenses per day, as applicable, for the piece of equipment. Details supporting each element of cost shall be provided.

## 1. Ownership Cost

(i) Depreciation \$\_\_\_\_\_/per day

(ii) Operating, maintenance  
 and Repair Costs\*\*\* (to the extent not included in indirect costs)  
 \$\_\_\_\_\_/ per day

(iii) Licenses, Taxes\*\*\*\*, Storage, Insurance (to the extent not included in indirect costs) \$\_\_\_\_\_/ per day

2. Indirect Costs(If Applicable) \$\_\_\_\_\_ / per day
3. Total Cost \$\_\_\_\_\_ / per day
- Profit \$\_\_\_\_\_ / per day
- Proposed Rate \$\_\_\_\_\_ / per day

\*\*\*May include filters, oil grease, parts, sales tax, repair and maintenance labor, fringe benefits, shop overhead supporting facilities outside specialty services and maintenance equipment, tire replacement and repair.

\*\*\*\*Note: Not State, Local or Federal income taxes.

d) After receipt of the provisional rate definitization proposal, the Contracting Officer will review all information provided and negotiate a final rate. All provisional rates will expire 120 calendar days from the date the provisional rate is established. All rates must be finalized prior to 120 calendar days unless otherwise authorized by the Contracting Officer. The CO reserves the right to establish alternative requirements as situations warrant, by written notification to the contractor.

The Contracting Officer will issue a written understanding setting forth the final rate(s) agreed upon. The understanding shall specify the agreed upon final rate(s), the period for which the rate(s) apply, whether the rate is contract-wide or Task Order specific. If Task Order specific, the individual Task Order to which rates are applicable will be identified.

f) If a negotiated agreement cannot be reached establishing a final rate for any provisional rate item, the Contracting Officer will determine the final rate using all relevant information available. The rate determined will not exceed any previously negotiated ceiling rate. The decision shall be final unless appealed. Any appeal submitted in response to the determination shall be treated in accordance with the "Disputes" clause of this contract.

#### **H.62 SALVAGEABLE PRODUCTS**

Salvageable products, and the proceeds derived from them, may become the property of the Government. If materials recovered from cleanup and containment operations are salvageable, the

Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the OSC/RPM elects to have the contractor deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

#### **H.63 CONTRACTOR HOLIDAY POLICY**

The contractor observes the following holidays:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Personnel charges for holiday work will be billed in accordance with the Contractor's policy and procedures and will be included in this clause at contract award.

#### **H.64 CONTRACTOR OVERTIME POLICY**

Overtime will be billed to the Government in accordance with the rates specified in Attachment entitled, Pricing Schedule for all hours worked in excess of 40 HOURS in accordance with the contractor's overtime policy and procedures. Contractor's work week starts on **Sunday, Monday or Friday**. (For additional overtime requirements, see B.3, Fixed Rates for Labor and Travel and I.6, Payment for Overtime Premiums.)

#### **H.65 TASK ORDER CONFLICT OF INTEREST CERTIFICATION**

Within 10 days of receipt of the Task Order, the Contractor shall provide a conflict of interest certification. Where Task Orders are issued under the contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first Task Order issued for that site. For all subsequent work on that site, under the contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the Task Order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under the Task Order or relating to the Task Order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the Task Order or other work related to the site.

#### **H.66 DISCOUNT AIR PASSENGER TRANSPORTATION RATES**

(a) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use reduced air transportation rates and services provided through available discount air fare carriers for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost to the Government.

(b) Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

(c) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

#### **H.67 DISCOUNT HOTEL/MOTEL LODGING RATES**

(a) To the maximum extent practicable consistent with hotel/motel accommodations and lodging requirements, the contractor agrees to use reduced hotel/motel rates and services for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract, when use of such rates results in the lowest overall cost.

(b) To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor agrees to secure lodging on other than a daily rate basis so that the maximum quantity and term discounts are achieved. To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor shall secure full service lodging suites inclusive of kitchen facilities.

(c) Nothing in this clause shall authorize lodging and accommodations or services which are not otherwise reimbursable under this contract. Nothing in this clause requires any hotel/motel establishment to make available to the contractor special hotel/motel rates or other Government discount rates.

(d) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

#### **H.68 SITE RELATED DOCUMENTATION**

The contractor shall furnish copies of site-related documents written or developed regarding or pursuant to activities conducted under a Task Order. The contractor shall not release any site information, written or verbal, without the express consent of the OSC or CO. The contractor may assist the OSC or Ordering Officer in public meetings or dealings with impacted citizens and State and local officials.

#### **H.69 CONFIDENTIALITY OF INFORMATION**

Any data that is generated or obtained by the contractor and/or any subcontractors during contract performance shall be considered confidential and shall not be disclosed to anyone other than the Environmental Protection Agency employees or to the Department of Justice (DOJ) without the prior written approval of the OSC or Contracting Officer. Nor shall any such data be used for any other



purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

#### **H.70 CONTROLS FOR SENSITIVE CONTRACTING**

Control measures must be established to ensure that contractors do not have inappropriate access to privileged and sensitive information. Control measures must also ensure that security systems are in place to prevent release of sensitive information to non-designated contractor employees. To ensure that non-designated contractor employees do not have inappropriate access, in those areas where it is not possible to control access there will be cabinets that can be secured. Such cabinets will be used for storage of sensitive information (i.e. CBI)

Contractor and EPA employees will be notified of privileged or sensitive information. Such information shall be stored in secured file cabinets when not being used by designated employees. Contractor and EPA employees will monitor the use of sensitive information through log sheets which will record the date, time and name of individual removing the material, and the date and time of return. On-site access will be restricted to authorized personnel. Supervisors will monitor the procedure.

Contractor employees are normally identified through the use of badges, posted signs, etc. Contractor employees will be required at the beginning of any conversation concerning all matters related to the contract, to identify themselves verbally as contractor employees.

#### **H.71 TERMINATION FOR DEFAULT: GROUNDS ON BILLING**

In addition to the typical grounds for termination for default provided in FAR 52.249-6, the use of the RCMS system described in the Section H Clause entitled, "Removal Cost Management System (RCMS)" for the purposes of submitting invoices for payment by EPA, shall be a material breach of this contract and will subject the contractor to termination by EPA. The contractor must have, and utilize, its own cost accounting system for submitting invoices to EPA.

#### **H.72 TRANSBOUNDARY EFFORTS**

The contractor may be tasked with emergency response activities in Mexico to the extent authorized by, and consistent with, the United States-Mexico Agreement on Cooperation for the Protection and Improvement of the Environment in the Border Area (the "La Paz Agreement"), and the United States-Mexico Joint Contingency Plan negotiated pursuant to Annex II of the La Paz Agreement. The contractor may be tasked with emergency response activities in Canada to the extent authorized, and consistent with, the Memorandum of Understanding between the U.S. Environmental Protection Agency and Canada's Department of the Environment and the Joint Contingency Plans attached thereto. The contractor is advised that it may be subject to applicable foreign law while performing emergency response work in Mexico and Canada and the contractor is responsible for ensuring that it complies with all relevant Mexican or Canadian requirements that are necessary to perform work in those countries. The contractor may also be tasked with emergency response activities in other international locations. To the extent authorized, it is advised that the contractor may be subject to applicable foreign law while performing emergency response work in international locations and the contractor is responsible for ensuring that it complies with all relevant laws, regulations, and requirements that are necessary to perform work internationally.

#### **H.73 ACCESS RIGHTS AND ACCESS AGREEMENTS**

The Government, with assistance and cooperation from the contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

#### **H.74 UPDATE OF CONFLICT OF INTEREST PLAN (LOCAL LW-09-05) (DEC 2001)**

The Contractor shall submit an annual report of any changes to the conflict of interest plan submitted with its offer to the Administrative Contracting Officer. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 calendar days after the close of the annual period. If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required.

**H.75 ENVIRONMENTALLY PREFERABLE PRACTICES**

The contractor shall, to the greatest extent practical, utilize environmentally preferable practices in their course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions. This includes, but is not limited to doing those environmentally-related activities and purchasing those products listed in the attachment entitled, "Environmentally Preferable Practices."

NOTE: The products listed are only examples; EPA does not endorse any of these products or practices. EPA shall make all final determinations as to the acceptability of a contractor's chosen product and practice.

EPA will encourage the contractor to engage in environmentally preferable practices to the maximum extent practicable. Please report any environmentally preferable practices, however it is merely for information purposes and will not be evaluated by the EPA.

**H.76 LOCATIONAL DATA POLICY**

The contractor shall comply with all requirements related to the United States Environmental Protection Agency's Locational Data Policy (LDP). The EPA LDP ensures the collection of accurate, consistently-formatted, and fully-documented locational coordinates for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the jurisdiction of the EPA. The LDP establishes principals for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, the LDP requires documentation of specific information regarding the method used to measure lat/long coordinates, the accuracy of the measurement, and a description of the place where the lat/longs were taken. In order to effectively implement the LDP policy, the contractor must collect and document the following information:

- Latitude/Longitude Coordinates

Latitude and longitude coordinates must be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define

a point, line or area, according to the most appropriate data type for the entity being represented (i.e., singly or multiple times).

- Methodology Description

The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).

- Textual Description

Each item shall also be described in written text to which the lat/long coordinates refer (i.e., north-east corner of the site, entrance to the facility, point of discharge).

- Estimation of Accuracy

Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

Accuracy should be 25 meters or better for all new data collected after December 31, 1991 and all existing data by December 31, 1995.

Further guidance related to the LDP policy can be found in EPA Publication 220 B-92-008 (March 1992) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy" which was developed by the Administration and Resources Management Division (PM-211D).

#### **H.77 CONTRACTOR USE OF PROGRAM OFFICE INTERFACE**

EPA Region 6 may utilize Program Office Interface (POI) in administering this contract. The software required to operate POI is Lotus Notes Database which the contractor shall maintain and provide at its own expense.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2005	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT

52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.229-1	APR 1984	STATE AND LOCAL TAXES
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	JUL 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST (APR 1984)
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES

52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.



(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.3 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 96 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the available contract capacity;

(2) Any order for a combination of items in excess of the available contract capacity;

3) A series of orders from the same ordering office within ten (ten) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of

any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

**I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the price set forth in the schedule or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.8 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by

law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order;  
or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

#### **I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
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Heavy Equipment Operator	\$21.20
Laborer	\$10.69
Environmental Technician	\$20.55
Truck Driver, Heavy	\$17.76

**I.10 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or



(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**I.11 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

#### **I.12 MINIMUM INSURANCE REQUIREMENTS**

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability	\$1,000,000
Comprehensive general liability	\$1,000,000
Comprehensive automobile liability	\$1,000,000

#### **I.13 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)**

Funds are not presently available for performance under this contract beyond FY 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **I.14 PERFORMANCE-BASED PAYMENTS (FAR 52.232-32) (FEB 2002) DEVIATION**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately

itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.* (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30<sup>th</sup> day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.* (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's

(i) failure to make progress, or

(ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, tapes, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed

to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall

(i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power or privilege of the Government.

(1) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made.

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that---

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments

for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**I.15 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.16 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006) (FAR 52.244-6) (FEB 2006)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.



(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.17 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

Region 6 Transportation Officer with a copy to the Contracting and Project Officers

**I.18 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

-----  
[ Insert one or more Internet addresses ]

**I.19 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**I.20 PAYROLLS AND BASIC RECORDS (EP 52.222.120)**

(a) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of ten years from the completion of the contract for all laborers and mechanics, including guards and watch persons, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classification,

hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) The records to be maintained under paragraph (a) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of labor or their authorized representatives. The Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

(c) The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

#### **I.21 CLAUSES INCORPORATED BY REFERENCE - DAVIS BACON ACT**

Although this is a service contract, there may be instances where the contractor must obtain construction type services in order to complete site specific clean-up. In those cases, the task order will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

52.222-6	JUL 2005	DAVIS BACON ACT
52.222-7	FEB 1998	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATIONS - DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-16	FEB 1988	APPROVAL OF WAGE RATES
52.222-23	FEB 1999	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE

52.225-11	JUN 2006	REQUIREMENTS FOR CONSTRUCTION BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM - CONSTRUCTION
52.227-4	APR 1984	PATENT INDEMNITY - CONSTRUCTION CONTRACTS
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF WORK

**I.22 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)**

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**NOTICE TO EMPLOYEES**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an

appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NRLB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NRLB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **I.23 CONTRACT PAYMENTS**

(a) Promptly after receipt of each invoice or voucher and statement of cost, the government shall,

except as otherwise provided in this contract, subject to paragraph (b) below, make payment thereon as approved by the authorized EPA official.

(b) At any time prior to final payment under this contract, the Contracting Officer may have the invoices or vouchers and statements of costs audited. Each payment therefore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayment, or increased for underpayment, on preceding invoices or vouchers.

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
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1	PERFORMANCE WORK STATEMENT
2	PERSONNEL RESPONSIBILITIES AND MINIMUM QUALIFICATIONS
3	REPORTS OF WORK
4	SAMPLE FORM 1900-55
5	DBA COMPENSATION WORKSHEET
6	PRICING SCHEDULE
7	INVOICE PREPARATION INSTRUCTIONS
8	LEVELS OF PROTECTIVE EQUIPMENT
9	DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATIONS FOR REGION 6
10	CONFLICT OF INTEREST PLAN
11	ANNUAL ALLOCATION REPORTING INSTRUCTIONS
12	ENVIRONMENTALLY PREFERABLE PRACTICES

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-R6-06-10130 are incorporated into this contract by reference.



EP-S6-07-02

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

United States Environmental Protection Agency

STATEMENT OF WORK  
Region 6

Emergency and Rapid Response Services

(ERRS)

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I. INTRODUCTION

A. ACRONYMS

ACP	Area Contingency Plans	
ARARs	Applicable or Relevant and Appropriate Requirements	
CAA	Clean Air Act	
CERCLA	Comprehensive Environmental Response, Compensation, and	Liability Act of 1980
CFR	Code of Federal Regulations	

CO	Contracting Officer
CWA	Clean Water Act
DWO	Daily Work Order
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESF	Emergency Support Function
ICS	Incident Command System
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
NRP	National Response Plan
OPA	Oil Pollution Act
OSC	On-Scene-Coordinator or FOSC - Federal OSC
OSHA	Office of Safety and Health Administration
OSWER	Office of Solid Waste and Emergency Response
PO	Project Officer
POLREP	Pollution Report
PDD	Presidential Decision Document
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCMS	Removal Cost Management System
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RM	Response Manager
RPM	Remedial Project Manager
SA	Site Assessment
SARA	Superfund Amendments and Recovery Act
TO	Task Order
TSDF	Treatment, Storage and Disposal Facility

## B. DEFINITIONS

1. On-Scene Coordinator: The EPA official designated to coordinate and direct response under Subpart D of the NCP, and/or any direct removal under Subpart E of the NCP; also Federal On-Scene Coordinator (FOSC).

2. Remedial Project Manager: The EPA official designated to coordinate to coordinate, monitor, or direct remedial or other response actions under Subpart E of the NCP.

3. Ordering Officer: An EPA Contracting Officer or an EPA designated OSC with delegated procurement authority.

4. Removal Action: A removal action may fall into one of three categories:

- a) Emergency removal actions require an immediate response to releases
- b) Time-critical removal actions require a response action within six (6) months
- c) Non-Time critical removal actions require a response actions that can start later than six (6) months after the determination that a response is required.

The specific type of removal action and the required response time shall be determined by the OSC with consideration to the nature of the release, the contaminants of record, and the threat or potential threat to human health/and or the environment.

5. Response Manager: An employee of the contractor designated to be the point-of-contact for the EPA OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the task order

6. Border Region: the area lying 100 kilometers (62.5 miles) to the north and south of the U.S./Mexico boundary, as referred to in the La Paz Agreement.

7. Regional Cross-over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the Task Order.

8. Region 6: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas

9. Rapid Remedial Response: response to an NPL site to implement cleanup strategies

C. PURPOSE

The purpose of this contract is to provide fast responsive environmental cleanup services for releases of hazardous substances/wastes/contaminants/materials and petroleum products/oil for Region 6 (Texas,

Louisiana, Arkansas, Oklahoma and New Mexico). Environmental cleanup response to natural disasters and terrorist activities may also be required under this contract. A regional "cross-over", a response in another EPA region, may be requested under this contract. Under rare circumstances international responses may be required.

D. AUTHORITY

Under the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300); Presidential Decision Document (PDD) # 39; the Robert T. Stafford Natural Disaster Act; the Homeland Security Act of 2002; Homeland Security Presidential Directive 5 ("HSPD-5") and pursuant to the Federal Response Plan (FRP); and in accordance with any reauthorizations or amendments to any of the above named statutes and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters and to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances and to provide response and removal services in response to incidents involving weapons of mass destruction, acts of terrorism, and nuclear, biological and chemical incidents and Federally Declared Disaster incidents.

E. SCOPE

The Contracting Officer or his representative, a warranted EPA On-Scene Coordinator (OSC), or Ordering Officer identified in the contract or subsequent modification(s) to this contract, will issue Task Orders for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the Ordering Officer does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors.

Task Orders may be issued as performance-based contracts. The contractor selected under either the full and open competition or the small business may be issued Task Orders as performance-based contracts or as time and materials contracts.

The contractor shall take any response action, under the direction of the Ordering Officer, consistent with the terms and conditions of the contract, and in accordance with the directions of the Task Order. Task Orders may be issued verbally but will be formalized in writing within three business days or as soon as practical. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall adhere to the requirements regarding EPA's Background Check and Drug Screening Policy identified in IV. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall take any actions required to mitigate or eliminate any hazard or damage to human health and the environment resulting from:

- release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment
- the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear-biological-chemical incidents
- natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a Task Order issued by the Contracting Officer or Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, (through leases, subcontract agreements, or rental agreements, etc.) in a timely and cost efficient manner, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions.

## II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include emergency response, multi-media sampling, monitoring, site stabilization, controlling spilled material, waste treatment, restoration, removal actions, transportation and disposal. This list does not encompass all possible response activities, but is an extensive sample of types of activities that may be required under this contract.

- project planning
- project performance
- containment, countermeasures, emergency and removal response
- decontamination, response mitigation
- treatment and transportation and disposal operations
- restoration and soil stabilization
- analytical services
- demolition services
- construction and support facilities
- marine operations
- international response
- response times
- site safety
- project closeout

A. RESPONSE OPERATIONS

The contractor shall provide environmental response cleanup services in accordance with the its response plan for release, mitigation and removal/treatment of oil, petroleum products, hazardous substances, pollutants or contaminants as specified in Task Orders issued to the contractor. The contractor shall provide environmental response cleanup services for terrorist, weapons of mass destruction, and nuclear-biological-chemical incidents as specified in Task Orders.

1. Project Planning

The contractor shall accomplish the following tasks when required by a Task Order:

- Conduct an initial on-scene survey to gain sufficient familiarity with the site conditions. Attend additional scoping/planning meetings as needed. The contractor may also receive data that is available from prior investigations, designs, or remedial actions such as preliminary assessments, site



- investigation, remedial investigation, risk assessment, and feasibility studies as appropriate.
- Prepare a detailed work plan and associated cost estimate to accomplish the project in the most effective, efficient and safe manner. This work plan shall, at a minimum, define the types and quantities of cleanup personnel, equipment and materials that will be needed, the proposed project schedule by sub-task, and the estimated cost.
- Prepare a detailed Health and Safety Plan to protect the workers on-site from the hazards with the contaminants and physical threats associated with the emergency or removal actions.
- Coordinate with local officials and emergency response personnel as necessary to comply with ARARs. Contractor shall determine the location of and mark all buried utilities and pipelines including all private and municipal pipelines, buried telecommunications cable and buried electrical utilities. Contractor shall be responsible for supplying all utilities such as power, telephone, water and wastewater, necessary to carry out the required tasks specified in the Task Order. Contractor shall maintain record of all contacts with state and local officials and private individuals.
- Provide conflict of interest disclosure.

## 2. Project Performance

The contractor shall accomplish the following site specific project management tasks when required by a Task Order:

- Prepare site, clear and grub vegetation, prepare the site for work by establishing temporary access roads and removal of the minimum number of trees and shrubs necessary for access to the work area. Prior to the start of any excavation the contractor shall establish that no buried piping or utilities are present in or near the excavation area. Where applicable the contractor shall contact the state or local one-call utility locator service to identify buried piping or utilities. Buried piping and utilities shall include but not be limited to: gas, power, crude oil, cable and fiber optic lines. The contractor shall document that he has made a reasonable effort to locate buried utilities.
- Secure site and establish operations area, including laying out of clean zone, waste/stage handling areas and decon areas. Implement the removal action as described in the Task Order.
- Manage, track and report status of site specific equipment.
- Prepare or assist in the preparation of an Incident Action Plan as required by the OSC.
- Conduct and attend daily/weekly/monthly progress meetings as required by the OSC.
- Maintain field logs/daily diaries, including in-office work.
- Provide a Daily Work Order (DWO))to the OSC for review and approval in advance of each day's (or week's or month's as established by the OSC) work activities. The DWO shall specify the contractor's proposed labor, equipment, materials and others services necessary to accomplish the daily

(weekly/monthly) tasks pursuant to this TO. The DWO shall specify the work activities to be undertaken and projected production goals per day (week or month) (i.e. number of drums overpacked, feet of fence installed, truck loads of waste shipped, per day, etc.). Upon approval by the OSC, the DWO shall constitute advance approval of costs by the OSC. Following each work day the contractor shall submit a 1900-55 documenting the personnel, equipment, material and other services used, construction/labor activity performed and construction/labor goals met as specified in the DWO. The contractor shall respond to and address the OSC's comments on the 1900-55s

- Evaluate and address potential or actual Health and Safety problems arising during removal activities.
- Provide and manage subcontract services where applicable. Provide OSC with a summary of subcontract bid quotations for all subcontract services greater than \$100,000.
- Function in an National Incident Management System/Incident Command System (NIMS/ICS) structure in those functions that are consistent with the ERRS PWS. Ability and formal ICS training to manage ERRS resources within each of the ICS functional areas. Typical areas where ERRS personnel or resources may be required are Operations, Finance, and Logistics, division/group supervisor, strike team leaders, and technical specialists. Specific ICS training requirements are listed for key Personnel. Additional ICS training may be required, as determined.

### 3. Containment, Countermeasures, Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment, when required by a Task Order. More specifically, the contractor shall:

- perform multi-media sampling, and analytical services to determine the source, spread, and disposal options of a release or discharge
- provide hazardous categorization of wastes
- contain the release at its source and prevent further acute migration of the hazardous substance, pollutant or contaminant
- control soil erosion, sedimentation and storm water run-on and run-off in order to control the movement of sediment and prevent migration of hazardous substances/oil.
- control dust emissions in order to prevent migration of hazardous substance/oil from the Site via engineering controls, including wetting, covers and tacking agents, operational controls and monitoring of dust levels.
- construct slurry or other types of trenches, dikes, underflow dams, or grout curtains
- deploy diversionary barriers such as booms, dams, sorbent pads/materials
- excavate; stage and cover excavated material
- construct on-site RCRA-compliant storage/vault for on-site wastes

- handle drums and containers including stabilization, re-containerization, over packing, labpacking, and remote container opening
- place pollutants in containers
- divert streams or waterways
- construct catchment basin for erosion control and collection of runoff water from contaminated areas.
- keep waterfowl and other water life away from the polluted areas
- control fluid discharged from storm water, firefighting efforts, containment ponds, or other impoundments
- provide alternative drinking water; i.e., provide bottled water; design/ install/service/maintain treatment unit(s); design/install/service/maintain well(s); design/install temporary and/or permanent water distribution lines
- provide temporary relocation of threatened individuals, and their pets and/or livestock: temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided the contractor.
- provide traffic, crowd and navigation control
- provide site security (armed or unarmed guards, fencing, electronic surveillance, etc)
- execute damage controls or salvage operations
- drain pipelines; decontaminate, shear pipelines, etc
- provide firefighting expertise; i.e., landfills, tire fires, gas wells
- plug and abandon oil and gas wells
- pump out/clean out tanks, barges, and containers
- repair leaks
- monitor for airborne, radiological, groundwater contaminants
- provide household hazardous waste collection, drop-off, and disposal
- provide white goods management including collection, refrigerant recovery
- provide mass decontamination of large numbers of people
- provide building, vehicle and equipment decontamination, including chemical, biological and radiation
- perform reconnaissance and recovery of materials distributed over wide areas
- perform reconnaissance of orphan and abandoned drums and containers
- provide containment, depopulation and disposal of contaminated agriculture and livestock

#### 4. Decontamination, Response Mitigation

The contractor shall perform decontamination, response mitigation to recover the pollutant from the affected media and/or to treat or dispose of contaminated media, when required by a Task Order. More

specifically, the contractor shall:

- physically or chemically decontaminate drums, decommission and/or remove pipelines, tanks, containers, barges, buildings, equipment, materials, debris, or other objects, and personnel
- use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation
- physical, biological and/or chemical treatment of affected water and soil
- use specialized equipment such as mobile activated carbon systems
- aerate effected media to selectively release volatile components
- fixation, solidification or other treatment of the polluted media in place
- salvage or destroy vessels
- perform residential soil cleanup and restoration
- perform indoor residential contaminant cleanup
- The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action, when required by a Task Order.

More specifically, the contractor shall:

- flush contaminants from waterways and marsh areas followed by collection and holding for treatment/disposal
- skim materials from the water surface
- wash soils and collect and store recovered materials
- pump contaminated groundwater and store for treatment/disposal
- segregate waste chemicals at hazardous waste sites

5. Treatment and Transportation and Disposal Operations

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including media contaminated with such, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level, as per Task Order requirements and OSC technical direction. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility (TSDF). Disposal may be on-site or offsite. For this contract, all off-site transportation and disposal must be subcontracted. (See Section H of the contract)

More specifically, the contractor shall,

- Prepare a written treatment/disposal plan listing the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options
- Obtain all necessary on-site permits and comply with applicable and relevant regulations
- Obtain all necessary transportation and disposal permits or transportation and off-site treatment or disposal permits.
- Contractor shall provide OSC with a Quotation Summary detailing and analyzing the bids submitted for each transportation and disposal activity. This summary shall be provided prior to the award of the transportation and disposal subcontract.
- Verify that the selected interim and/or final TSDF meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides. The contractor shall complete the "CERCLA Off-Site Acceptability Checklist" for each disposal facility selected and provide a copy to the OSC prior to the initiation (award) of transportation and disposal activities.
- provide certified truck scales
- Comply with all relevant U.S. DOT Hazardous Materials Regulations (49 CFR, Parts 171-185) regarding hazardous materials classification, hazard communication, transportation security requirements, packaging and modal specific hazardous material transportation standards
- develop disposal options consistent with the Agency's regulations and policies
- prepare draft waste profiles and manifests,
- maintain manifest documentation
- oversee subcontractor(s) transportation and disposal of wastes
- maintain computer-based reports of on-site wastes, and of off-site disposal
- bulk wastes, utilize volume reduction techniques
- show initial location(s) and ultimate disposal location(s)
- provide certificates of destruction/disposal, if required.
- Disposal techniques may include the following:
  - controlled or uncontrolled combustion; on-site or off-site incineration
  - treatment
  - waste stabilization
  - land disposal
  - demolition
  - fixation
  - injection

- degradation
- burial
- detonation
- recycling, reclamation, and re-utilization
- other existing or innovative treatment and disposal technologies

#### 6.. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of third parties. The contractor shall restore, replace and stabilize buildings, structures, personal or real property or material damaged by contamination or response operations. The contractor shall take actions to restore and stabilize soils and the damaged environment to as near pre-response conditions as possible, as approved by the OSC. Specifically, the contractor shall:

- repair buildings
- landscape: reseed, replant, replace soil, regrade, and/or restock
- remove any structure or equipment that was installed as part of a response action
- repair or restore roadways/driveways/sidewalks
- backfill and grade
- replace property that required disposal

#### 7. Analytical Services

The contractor shall perform on-site and off-site analytical activities to provide chemical and physical analyses or high sample quantity analyses to include, but not be limited to, pH, flash point, oxidation reduction, inorganic and organic or organic vapor analysis, compatibility testing, (i.e. a commercially acceptable method of hazardous categorization) priority pollutant scans, and waste profiles. Services may include, but not be limited to, sample collection, storage, transportation, analysis and disposal. The analytical activities will be ordered by the OSC/RPM on an "as specified" turnaround basis to provide chemical and physical analyses and/or high sample quantity volume analyses. The contractor shall perform on-site and off-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

#### 8. Demolition Services

The contractor shall demolish and/or remove contaminated buildings, structures, tanks, barges, facilities and excavate or remove contamination or contaminated soils or materials around or below the structure as necessary to safely and effectively implement required response activities, when required by a Task Order. The contractor shall provide services for the detonation of explosives and/or other reactive materials.

9. Construction and Support Facilities In Support of Removal Action

The contractor shall construct and provide facilities in support of removal actions, when required by a Task Order. More specifically, the contractor shall:

- Construct or install a temporary office, response support facilities, building or structures
- Construct or install temporary roadways
- Provide utilities services such as power and telephone service.
- Construction of decontamination area/facilities, provide for collection, containerization, treatment and/or disposal of decontamination liquids.
- Provide sanitary facilities
- Provide furnishings and equipment for field offices/command posts,
- Construct observation and monitoring structures

The contractor shall be capable of providing for the basic services for contractor personnel during natural or terrorist events where basic services are otherwise unavailable. Basic services shall include but not be limited to: food, quartering, sanitation, fuel, work space, staging areas.

10. Marine Operations

Marine Operations is inclusive of all areas of SOW e.g. oil containment and recovery, search and rescue, etc. During marine operations the contractor shall display signal lights and conduct his operation in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations (33 CFR, Parts 84-90 and 207) and applicable state and Federal boating standards.

Should the contractor, during the progress of work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which, in the opinion of the FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove

the same at no expense to the Government.

- i) The contractor shall give immediate notice, with description and location of such obstructions to the FOISC, and when directed by the FOISC, shall mark or buoy such obstructions until the same are removed.
- ii) Should the contractor refuse, neglect, or otherwise fail to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal may be deducted from any money due or that becomes due to the contractor.
- iii) The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

## 12. International Responses

Under rare circumstances international responses may be required under this contract. For example this contract may be used to respond to incidents in the border region of Mexico; upon request by Mexican governmental officials, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). Additionally this contract may also may be used for responses to incidents in the Panama Canal Area in accordance with the Memorandum of Understanding between the National Response Team and Panama Canal Authority. Other international responses may be required, however during the past two generations of Region 6 ERRS contracts international response activation has not occurred.

Coordination with appropriate U.S. and international authorities (e.g., U.S. Border Patrol, Immigration, Customs, Department of Transportation, Department of State and other federal, state and local officials, as well as International officials) shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to international laws, including, licensing and insurance requirements, for response activities performed in internationally.



The contractor shall have bilingual personnel available for response in the U.S./Mexico border and Panama Canal regions. The "U.S./Mexico border region" is defined as the area lying 100 kilometers (62.5 miles) to the north and south of the U.S./Mexico boundary, as referred to in the La Paz Agreement.

International responses are expected to be a rare occurrence; in fact there have been no instances of contractor activation within the last two generations of Region 6 ERRS contracts.

### 13. Response Times

The contractor shall review the list of critical response cities, locations, sensitive infrastructures, and the list of other Regional cities provided below and shall develop a strategy for response times that focuses on timely and cost effective responses throughout the Region. The strategy submitted shall identify the offices from which the contractor intends on providing these responses (which shall become the mobilization cities as identified in the Section B clause entitled "Fixed Rates for Services-Indefinite Delivery/Indefinite Quantity Contract", and shall include a map which visually depicts the response times they will meet from the time they are given written or verbal notification by the OSC, CO, or PO. The response times provided shall include any preparation time necessary to mobilize personnel and equipment and arrive anywhere within a 50 miles radius of the response city. The contractor shall provide a table which breaks down the preparation time and travel time to the response cities, response locations, and sensitive infrastructures. The contractor shall also provide a table which reflects the number of personnel located in each office.

The contractor shall not rely upon charter air service or commercial air service for the purposes of developing these response times. However, the ability to access both charter and commercial air service to decrease the response times, when necessary or when sensitive infrastructures are affected shall be addressed in development of the contractor's response strategy. In addition, the ability to utilize commercially available "hotshot" expedited freight services to transport equipment shall also be addressed.

Critical Response Cities: Dallas, TX, Houston, TX, Baton Rouge, LA, New Orleans, LA

Critical Response Location: EPA Region 6 Office located at 1445 Ross Avenue, Dallas, TX, 75202.

Other Regional Cities: Austin, TX, Beaumont, TX, Brownsville, TX, Corpus Christi, TX, El Paso, TX, Lubbock, TX, Midland/Odessa, TX, San Antonio, TX, Little Rock, AR, Oklahoma City, OK, Tulsa, OK, Lake Charles, LA, Albuquerque, NM.

Sensitive Infrastructures and locations such as: Pine Bluff Arsenal, Pine Bluff, AR, Los Alamos Laboratories, Los Alamos, NM, Cushing Crude Oil Terminals, Cushing, Oklahoma, Edwards Aquifer Watershed, TX, Hearne Crude Oil Terminals, Hearne, TX, the US/Mexico Border and the Hurricane, Tornado and Earthquake prone geographic areas in the Region.

The contractor shall be responsible for the response times within the region for the awarded contract. Faster response may be an evaluation factor in determining which contractor is awarded the work. Not meeting required response times will be a factor used in past performance evaluations for additional work. Excessive costs in meeting the response times will also be a past performance factor. An agreement to be at an individual site faster than the contractual response time does become the new required response time for that specific task order.

Regional crossovers are a possibility. Response times for such crossovers will be negotiated at the time the Task Order is issued.

Nothing in this section prevents an earlier response time if needed or required. Consideration for proximity to response locations and availability of services may be primary decision factors for emergency responses. If ERRS contractors cannot meet the time requirements for an individual response, other mechanisms can and will be utilized.

Attachment entitled, - Region 6 Top Ten Counties/Parishes for CERCLA and OPA Spills is provided for general information purposes. This chart shows the counties/parishes with the highest numbers of CERCLA and OPA spills in each of the Region 6 states. The correlation between numbers of spills and responses is neither perfect nor exact.

#### 14. Site Safety

It is incumbent upon the contractor to have pre-prepared Health and Safety Standard Operating Procedures (SOP) to facilitate rapid mobilization of contractor personnel and resources to emergency response situations. It is the contractor's responsibility to provide personal sampling and monitoring equipment for the protection of their employees and subcontractors. It is the contractor's responsibility to maintain and use field screening procedures to ensure the health and safety of their personnel, and to accurately interpret and utilize the data. The Corporate Safety Officer, a Key Personnel position, is responsible for ensuring that persons assigned as Site Safety Officers are adequately trained and equipped to perform site safety officer functions.

15. Response Communications

The contractor shall prepare a Communications plan that will address its strategy for response communications. The plan shall address the full spectrum of response from typical emergency response, through disaster or WMD responses as well as general fund lead response communications. The Communications Plan shall describe how the contractor intends to address field communications requirements. The contractor is expected to exhibit the capability to communicate both in and from the field. Communications capabilities shall include radio, cell phone and satellite communication options. Capabilities shall include both voice and data transmission in and from the field. Field communications shall include the use of radios suitable for Level A response activities and the use of repeaters to enhance field radio transmissions. Data transmission may include exchange of information within the field and between the field, office, Regional Response Center, and internet based information management systems such as WebEOC®, and [www.epaossc.net](http://www.epaossc.net). Data transmission shall utilize the most efficient means such as dial-up, DSL, high speed cable, or satellite transmission.

Above described communications capabilities shall be provided, within 24 hours of initiation, to remote locations throughout the region when necessary, or where conventional communications resources are unavailable.

16. Project Closeout

Project closeout activities shall include:

- Demobilization of personnel and equipment
- Discontinuation of all site utilities.
- Final inspection site walk by the OSC or RPM and RM
- Preparation and submission of Contractor's Final Site Report as described in Attachment 11 Reports of Work

B. OTHER REQUIREMENTS

1. Technical Support of Government Enforcement Proceedings

These technical services may consist of the following:

- provide testimony during enforcement proceedings for a given site for which the contractor provided response services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes.
- prepare affidavits, depositions and other documents
- implement contract document control and chain-of-custody procedures.
- retain and store all contract site records, including employee related records such as time sheet, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the Contracting Officer or any representative of the Contracting Officer with full access to these records during the ten-year period.
- other related activities to support court proceedings.
- provide all documents and reports gathered and produced pursuant to response actions to the EPA Records Coordinator.

These government enforcement proceedings may be used to obtain an injunction against parties from the continued use of a site, or under an Administrative Order of Consent (AOC) to conduct removal or remedial actions, or a Unilateral Administrative Order (UAO) to conduct removal or remedial actions, or for the recovery of costs incurred by the Government in undertaking removal and early/interim remedial actions.

\* NOTE: No legal services shall be performed for the government under this contract without the prior written approval from the EPA Office of General Counsel (OGC).

## 2. Site-related Documentation

The Contractor shall furnish copies of site-related documents written or developed regarding or pursuant to activities conducted under a TO. Site related documents shall include but not be limited to those documents described in the Attachment entitled, Reports of Work. The contractor shall provide, when requested by the OSC, prepare a Contractor's Final Site Report as described in the Attachment, entitled Reports of Work. The contractor shall not release any site information, written or verbal, without the express written consent of the OSC or CO. The contractor shall assist the OSC or Ordering Officer in public meetings, or dealings with impacted citizens and State or local officials as part of normal site operations. The contractor shall, at all times, clearly be identified as a contractor to the US EPA.

The contractor shall utilize the EPA's Removal Cost Management System (RCMS) to track costs on a daily

and cumulative basis. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed RCMS, a Windows-based application. The software will be provided at time of award. Windows 95 or greater is required to run RCMS. One training session on the software will be provided at the contractor's facility after contract award. RCMS shall be kept updated to reflect actual site occurrences.

Comments in RCMS shall state- on the day of occurrence:

- OSC approval of overtime hours before any overtime hours are worked
- Competitive bid process
- Any agreements between OSC and RM regarding site operations
- Brief synopsis of work accomplished on that day

NOTE: Any OSC hand-written comments on a final 1900-55 SHALL be incorporated into the next 1900-55 produced. When the contractor's accounting system does not reflect the 1900-55, the corrections shall be incorporated into RCMS prior to invoicing, in order to maintain the integrity of the government's data. The contractor shall provide sufficient justification for the change to warrant the inclusion of the costs.

### 3. Examples of Cost-Control Measures

The following are examples of cost control measures that are expected as a matter of normal contract operations:

- Mobilization of Personnel and Equipment from the nearest office
- Bulking of wastes where technically appropriate
- Evaluation of on-site vs. off-site disposal remedies
- Where the contractor chooses to utilize non-full-time, but fully qualified and trained, employees in a response action, the personnel shall be identified and an appropriate rate charged
- Assign appropriate number and skill level of personnel to site; note that EPA will reimburse for the labor performed, and the skill needed for that labor - not necessarily for the person performing the task. I.E. - if a chemist is performing a cleanup technician's function, EPA will pay for a cleanup technician's hours. If the cleanup technician is performing as a chemist, qualifications for the task must be met before reimbursement will be made at the higher rate.

### 4. Quality Assurance Requirements

The contractor shall develop and implement an environmental measurements quality assurance program, based

on an EPA-approved generic QA Project Plan, which will ensure that environmental monitoring data of known quality are provided. The program shall be in compliance with the guidance set forth in the documents; EPA QA/R-5, "EPA Requirements for Quality Assurance Project Plans" (March 2001) (found at web site [http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html)). The contractor may use site-specific QA Project Plans, if the contractor can show timely implementation. The contractor shall follow their approved Quality Management Plan as submitted with the proposal in accordance with EPA QA/R-2 - "EPA Requirements for Quality Management Plans" (March 2001) (found at web site [http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html)). The contractor shall remain knowledgeable of these requirements and any changes or updates to the documents, procedures and methodologies. The contractor shall ensure that the same quality requirements, as presented in its own QA Management Plan, are used by its subcontractors.

All analytical methods used for analysis done by fixed laboratories must be consistent with EPA protocols, National Enforcement Investigation Center protocols, and other analytical protocols as appropriate. The contractor shall provide QA/QC data to the OSC or other designated federal official upon request. A chain of custody record is required without exception for the tracking and recoding of all samples collected for on-site or off-site analysis. Use of the chain of custody record form creates an accurate written record that can be used to trace the possession and handling of the sample from the moment of its collection through analysis and its introduction as evidence in a legal proceeding. Shipment of all samples will follow Department of Transportation regulations.

The program will consist of both an auditing and a corrective function. The quality assurance auditors will report directly to contractor corporate management. The contractor will resolve any problems identified in a timely manner. EPA will periodically perform QA systems audits during the life of this contract.

### III. CONTRACT MANAGEMENT

1. The contractor shall provide and maintain a 24 hour, seven day a week response capability/call center to accept and respond to issued Task Orders. The OSC, CO or Ordering Officer will determine the required response times for each Task Order. The call center shall be capable of obligating contractor resources.

2. The contractor shall provide a network of trained, qualified emergency response and cleanup personnel, equipment and materials. The contractor shall ensure that trained and qualified Response Managers are provided for response activities and that the RMs are provided adequate resources to perform the response action. Where it is not necessary for a RM to be onsite at all times, an onsite contractor employee shall be designated to act as the OSC contact person, capable of responding to site requirements

and technical direction. The Senior Foreman position is capable of managing less complex sites without RM oversight. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions pursuant to appropriate written or verbal TO issued by the CO or Ordering Officer and technical direction pursuant to such TO as specified in the Daily Work Order (DWO) (s) or daily tasking.

3. The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing Task Orders and implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region.

4. The contractor shall coordinate with the EPA to arrange planning activities upon issuance of the Task Order. Planning activities may include attending scoping meetings, preparing project work plans and/or preparing schedules. The OSC/RPM will determine the appropriate planning activity for each Task Order.

5. The contractor shall manage the documentation of expenditures for a Task Order by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the EPA Removal Cost Management System (RCMS).

The contractor shall provide personnel fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from RCMS, which will report daily expenditures on-site. The contractor shall also track costs by task codes. The specific task will be identified by the OSC/RPM. In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the OSC upon request. These summaries and projections may be produced through the RCMS system.

**THE CONTRACTOR SHALL INVOICE FROM THEIR OWN ACCOUNTING SYSTEM.** At no time will billing from any other system, including RCMS, be acceptable.

6. The contractor shall implement a comprehensive safety program to protect all on-site personnel, including both the prime and subcontractors, in contaminated and uncontaminated areas, in accordance with OSWER's Integrated Health and Safety Program: Standard Operating Practices for OSWER Field Activities (which can be downloaded from World Wide Web at ERT.org). This program shall be utilized in the preparation of all

contractor's site Health and Safety Plans (HASPs). The EPA may task the contractor to prepare an OSC/RPM approved HASP which would govern all EPA sponsored site activities and would cover all personnel working on the site to include the personnel of other site contractors and government employees. This HASP is intended to serve as the EPA HASP for the site.

Pursuant to the OSH Act and OSHA standards and the NCP §300.150, each government agency and private employer is responsible for the health and safety of its own employees and for ensuring compliance with OSHA requirements, applicable State laws, and with EPA health and safety programs. EPA will not and cannot assume responsibility for other government or contractor personnel nor can any contractor be responsible (from a legal standpoint) for the health and safety of another employer group. OSHA requires that every 'employer group' have in place numerous plans to be in the HazMat business including overall Corporate Health and Safety Program Plans, PPE Plans, Respiratory Protection Program Plans, Medical Surveillance Plans, site specific HASPs, etc. One contractor cannot dictate exact safety protocols for another employer group on-site.

The EPA will furnish the contractor with software and a user's guide for preparing HASPs utilizing EPA's automated "Health and Safety Planner", EPA Publication 9285-8-01 (1993), or the contractor may prepare the HASP in another format appropriate to site specific conditions, meeting minimum OSHA requirements, and approved by the OSC/RPM.

The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors who work in contaminated areas. The contractor shall ensure that all other applicable OSHA regulations, and EPA policies and procedures for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.

The OSC shall establish, with full input from all impacted contractors, a minimally acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own expense; however, at no time shall the contractor adapt, or use, a less stringent standard.

The contractor shall provide to the OSC/RPM a copy of the 40 hour safety certification or their 8 hour refresher certification, as well as documentation of approval to wear a respirator (physician signed) and a copy of annual Fit Test certification, for each person who will work on the site - prior to any work being conducted.



The contractor shall report significant safety incidents and injuries to the Project Officer by phone within hours of occurrence. Significant shall refer to lost time injuries, where the lost time is not simple precautionary measures; incidents likely to be made public or reported in the media; releases, fires or explosions, and other incidents beyond "normal" site operations.

7. When required on a Task Order, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The contractor may be tasked to participate in exercises that test functional areas, such as, organizational design (notification, staff mobilization, and response management system) or operation response (discharge control, assessment, containment, recovery, protection and disposal).

#### IV. PERSONNEL BACKGROUND CHECKS FOR CONTRACTOR EMPLOYEES

The contractor shall provide qualified personnel that meet the background check requirement identified below. The EPA has established 2 levels of criteria. Level 1 contains background check criteria applicable to all contractor employees working at a response site. Level 2 contains background check criteria requirement that apply to all contract employees working at sites that are designated by EPA as "Sensitive Sites." Examples of sensitive sites include those that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including private residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings. The Contracting Officer or On-Scene Coordinator will notify the contractor whenever EPA designates a response site as a sensitive site. The designation will be provided to the contractor in the task order, work assignment, or verbally, as the situation warrants. If the designation is provided verbally, the contracting officer will issue a written designation as soon as practicable after the verbal notification.

##### LEVEL 1 - EPA Background Check Criteria:

- Can be a non U.S. citizen with a valid visa,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last five (5) years,
- No felony conviction in the last three (3) years,

- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

LEVEL 2 - EPA Background Check Criteria For Sensitive Sites:

- Must be a U.S. citizen,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last ten (10) years,
- No felony conviction in the last seven (7) years,
- No misdemeanor conviction in the last five (5) years,
- No convictions for three (3) separate offenses in the last ten (10) years (excluding traffic offenses),
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov><http://www.epls.gov>

The requirements in Level 1 or 2 may be waived by the Contracting Officers, on a case-by-case basis, at a specific location, or for a specific individual.

If the results of an employee's background check do not meet the criteria in either level 1 or 2, as required, the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report on the employee and an explanation of the need for the employee. The Director of the Superfund/RCRA Regional Procurement Operations Division must approve the waiver before the employee performs contract services for EPA. The contracting officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor's request for a waiver.

The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division at:

By Mail:  
U.S. Environmental Protection Agency  
Director, SRRPOD  
Mail Code 3805R  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
By Courier/Hand Carried:

U.S. Environmental Protection Agency  
Director, SRRPOD  
Bid and Proposal Room  
Ronald Reagan Building, 6th floor, Room 61107  
1300 Pennsylvania Avenue, NW  
Washington, DC 20004

The Bid and Proposal Room hours of operation are 8:00 AM - 4:30 PM weekdays, except Federal holidays.

V. DRUG SCREENING FOR CONTRACTOR EMPLOYEES

The contractor shall provide qualified personnel that meet the drug screening requirement identified below. The EPA drug screening requirements apply to all contract employees working at sites that are designated by EPA as "Sensitive Sites." Examples of sensitive sites include those that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including private residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings. The Contracting Officer or On-Scene Coordinator will notify the contractor whenever EPA designates a response site as a sensitive site. The designation will be provided to the contractor in the task order, work assignment, or verbally, as the situation warrants. If the designation is provided verbally, the contracting officer will issue a written designation as soon as practicable after the verbal notification.

- Drug Screening at Sensitive Sites:

Contractor employees working at designated "Sensitive Sites" must pass, within the previous 90 calendar days, a drug test for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in conformance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal

Register on April 11, 1988 (53 FR 11979, and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to "DOT " shall read, as "EPA" and the split sample method of collection shall be used. Contractors are responsible for having the drug testing performed, and for providing, for work at sensitive sites, only those individuals who have passed the test.

The Drug Screening requirement may be waived by the Contracting Officers, on a case-by-case basis, at a specific location, or for a specific individual.

If the results of an employee's drug screening does not meet the criteria the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the drug test on the employee and an explanation of the need for the employee. The Director of the Superfund/RCRA Regional Procurement Operations Division must approve the waiver before the employee performs contract services for EPA. The contracting officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor's request for a waiver.

The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division at:

By Mail:

U.S. Environmental Protection Agency  
Director, SRRPOD  
Mail Code 3805R  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
By Courier/Hand Carried:

U.S. Environmental Protection Agency  
Director, SRRPOD  
Bid and Proposal Room  
Ronald Reagan Building, 6th floor, Room 61107  
1300 Pennsylvania Avenue, NW  
Washington, DC 20004

EP-S6-07-02

The Bid and Proposal Room hours of operation are 8:00 AM - 4:30 PM weekdays, except Federal holidays.

EP-S6-07-02

ATTACHMENT 2

PERSONNEL RESPONSIBILITIES AND MINIMUM QUALIFICATIONS

PROPOSED PERSONNEL RESPONSIBILITIES AND MINIMUM QUALIFICATIONS  
FOR REGION 6 ERRS REQUIREMENTS

The National Incident Management System (NIMS), as developed and administered by the Department of Homeland Security, provides the template on which the National response Plan (NRP) was built. To be compliant with the NIMS requirements, non-government first responder personnel and disaster workers are required to take NIMS, NRP, and ICS training. Further information and guidance documents may be found on FEMA's webpages ([www.fema.gov/emergency/nims](http://www.fema.gov/emergency/nims).)

The following minimal NIMS training courses are required as specified below of ERRS personnel in performing response and disaster work:

RESPONSE ROLE	REQUIRED TRAINING	ERRS PERSONNEL
Entry level <b>first responders</b> and disaster workers	FEMA IS-700: NIMS, an Introduction  ICS-100: Introduction to ICS or equivalent	All field workers Technical Specialists
<b>First line supervisors</b> , single resource leaders, field supervisors and other emergency management and response personnel	In Addition to IS-700 and ICS-100;  ICS -200: Basic ICS or equivalent	Foreman Field Cost Accountants

<b>Middle Management</b> , including strike team leaders, unit leaders, division/group supervisors branch directors and multi- agency coordination system/EOC staff	In addition to IS-700, ICS-100, and ICS-200;  FEMA IS-800:NRP  ICS-300/400: Intermediate/ Advanced ICS or equivalent	Response Managers Senior Foreman Transportation & Disposal Coordinator Program Managers
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All ERRS staff proposed for response and disaster work shall comply with the above training requirements within the first three months after contract award.

Personnel will be a technical evaluation criteria component. Compliance with the NIMS requirements at time of award will be give greater consideration.

#### Specific Site Personnel Responsibilities

##### 1. Response Manager - *Key Personnel*



The Response Manager (RM) shall be the "primary" contractor contact with the OSC/RPM and shall be responsible for the management and execution of all response actions. The RM will be responsible for the implementation of the statement of work for the task order and will execute services under the technical direction of the OSC/RPM.

The RM shall be on the scene on a daily basis unless instructed otherwise by the OSC/RPM. In these instances, the contractor shall maintain someone on site at all times with authority to act for the contractor and coordinate subcontract activities. The RM shall:

- a. Meet with the OSC/RPM, as requested, upon issuance of a task order to plan and coordinate the response action. In some cases, the OSC/RPM may request that the RM conduct an initial on-scene survey and/or develop a project work plan with a schedule prior to a full scale mobilization.
- b. Ensure that appropriate contractor personnel operate equipment properly, provide materials and conduct the required response as presented in the task order and in the approved site work plan. These services shall be provided within the response time requirements for emergencies or within the response time specified by the OSC/RPM for other type of removal or remedial actions.
- c. Maintain communication and coordination with OSC/RPM including reporting problems encountered in performing task orders. The RM shall immediately notify the OSC/RPM, and be responsible for taking immediate corrective action, when performance does not conform to contract requirements or to the directions given by the OSC/RPM for a response action.
- d. Be fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from the RCMS, which will report daily expenditures on-site.
- e. On a daily basis, unless otherwise directed by the OSC/RPM, be responsible for and provide the OSC/RPM with a detailed accounting of all costs incurred at a site using the EPA Standard Form 1900-55 from the RCMS. In some cases, the OSC/RPM may request a handwritten daily EPA Standard Form 1900-55. However, the handwritten EPA Standard Form 1900-55s must be entered into the RCMS within fourteen (14) calendar days.
- f. If requested on the Task Order, implement a comprehensive site specific health and safety plan (HASp) to protect all response personnel. Have the ability to serve as site safety officer.

Prepare site specific health and safety plans (HASP). Modify the HASP when site conditions warrant. Insure that the elements of the HASP are being properly carried out. The HASP shall include the minimum requirements set forth in 29 C.F.R. Part 1910.

- g. Develop, implement, and manage a Quality Assurance Project Plan (QAPP) when any environmental monitoring, sampling or measurement is specified in the Task Order statement of work, or as otherwise directed by the OSC. The QAPP shall meet the minimum QA requirements as described in the Statement of Work.
- h. Ensure that environmental samples are collected and dispatched to laboratories for analyses. Ensure that waste profile samples are collected and dispatched to prospective off-site treatment or disposal facilities for waste acceptance.
- i. Assist the OSC/RPM in completing waste profile forms, shipping manifests, and related documents. The RM shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The RM shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The RM shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

## **2. Chemist**

The Chemist shall provide the following services:

- a. Prepare sampling plans for collection of multi-media samples (e.g. air, soil, water, and waste,). Oversee the implementation of sampling plans. Collect samples.
- b. Determine, in consultation with OSC/RPM, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.
- c. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret

data and evaluate hazards from field results.

- d. Prepare and/or assist in the preparation of waste disposal profiles.
- e. Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flammability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.
- f. Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolving of contaminants.
- g. Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.
- h. Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and analyses.

**3. Transportation and Disposal Coordinator(s) - *Key Personnel***

The T&D coordinator shall provide the following services:

- a. Correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and provide knowledge of analytical information required for bulking of compatible waste streams.
- II. Implement a working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations.
- III. Provide a working knowledge of current innovative treatment technologies.
- IV. Prepare written technical reports covering the transportation and disposal operations.
- V. Manage and insure proper execution of multiple simultaneous contracts.

- VI. Assist the OSC/RPM in completing waste profile forms, shipping manifests, and related documents. The T&D Coordinator shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The T&D Coordinator shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The T&D Coordinator shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

### 3. Corporate Safety Officer - *Key Personnel*

The Corporate Safety Officer shall provide the following services or ensure that anyone on site performing the function of a Site Safety Officer is knowledgeable about the requirements and capable of fulfilling the function:

- a. Prepare site specific health and safety plans (HASP). Modify HASP when site conditions warrant. Ensure that the elements of the HASP are being properly carried out.
- b. Establish work zones (exclusion, contamination reduction, support) on site, in accordance with the HASP. Ensure that work zones are physically delineated and maintained throughout the response action. Ensure that personnel and equipment decontamination stations are constructed and maintained in accordance with the HASP.
- c. Conduct heat and cold stress monitoring of site personnel. In consultation with the OSC/RPM, adjust duration of hot zone work according to worker stress monitoring results.
- d. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from results. Calibrate, maintain, and use air sampling devices such as personnel air samplers, detection tubes, etc.
- e. Keep a written log of health and safety and monitoring activities and results; and prepare

written technical reports.

- f. Conduct health and safety audits of site activities when requested by the OSC/RPM. Hold safety meetings with site workers. Prepare and conduct health and safety training classes. Oversees the training of Site Safety Officers to ensure anyone performing the function of a Site Safety Officer has the appropriate knowledge, training, and authority to maintain required safety standards.

**EXHIBIT B**

**PERSONNEL QUALIFICATIONS**

**A. Point-of-Contact/Program Manager Minimum Qualifications - *Key Personnel***

- I. The Point-of-Contact/Program Manager shall have the following minimum qualifications and experience:
- O M.S. or MBA degree with 6 years or more experience, as described below; or
  - O B.S. degree with 8 years or more experience, as described below; or
  - O Fifteen or more years experience, with Certified Hazardous Materials Manager (CHMM) - Senior Level\*\*. Certificate and recertification documentation required.

Experience Factors: Managerial and/or technical experience in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment. Managerial and/or technical experience in emergency response, removal or remedial activities, including knowledge of transportation and disposal activities or other discipline directly related to the requirements of this contract. Experience in the management of technical and administrative support services to multi-disciplinary professionals\*. General contract execution skills involving scheduling, resource allocation, performance monitoring, contract administration, budgetary and cost accounting requirements, and issue resolution. Experience in managing multiple sites, multiple subcontract issues, etc is required.

**B. Response Manager Qualifications - - *Key Personnel***

There are two levels of Response Managers. The selection of the appropriate Response Manager for a particular response action is dependent upon the "difficulty" associated with the response. The more "complex" response actions will require a Level 2 Response Manager. The Level 2 Response Manager shall meet, and exceed , all qualifications for a Level 1 Response Manager. Response Managers shall have the following minimum qualifications and experience corresponding to the following levels:

(a) Level I Response Manager:

1. A Bachelors degree in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . Three (3) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of required experience must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

OR

Associates two-year degree or 60 hours college credit with concentration in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university. Eight (8) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 8 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

OR

Certified Hazardous Materials Manager (CHMM) - Senior Level. Certificate and recertification documentation required. Three (3) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 3 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary

response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

***In Addition to Item 1 the Level I Response Manager MUST possess the following:***

2. Working knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.
3. Working knowledge of DOT hazardous materials transportation regulations and RCRA hazardous materials disposal regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.
4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.
5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.
6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.
7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.



8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

(b) Level II Response Manager: -

1. A Bachelors degree in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . Six (6) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Three (3) years of required experience must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

OR

Associates two-year degree or 60 hours college credit with concentration in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university. Twelve (12) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Eight (8) year of the 12 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

OR

Certified Hazardous Materials Manager (CHMM) - Senior Level. Certificate and recertification documentation required. Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Four (4) year of the 7 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

***In Addition to Item 1 the Level II Response Manager MUST possess the following:***

2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.
3. Working and professional knowledge of DOT hazardous materials transportation regulations and RCRA hazardous waste disposal. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.
4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.
5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.

8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

**\* Multi-disciplinary skills are those possessed by a professional such as a site safety officer, chemist, geologist, or engineer and non-professional such as a foreman, equipment operator, lab technician, or laborer.**

**\*\* CHMM - Certified Hazardous Materials Manager is registered through the Institute of Hazardous Materials Management, and is accredited by the Council of Engineering and Scientific Specialty Boards. Any requested substitute for a CHMM must meet the same rigorous standards and accreditations. To request any substitution for a CHMM, the contractor shall submit in writing to the CO the accreditations of the requested substituted training, the written standards for the training, testing procedures, experience requirements, continuing education requirements, and other information to be evaluated for acceptance.**

**C. Chemist Qualifications**

1. Bachelor of Science or Bachelor of Arts degree, with major in Chemistry, from an accredited college or university and a minimum of two (2) years field experience in oil, petroleum, and hazardous substance cleanup operation.

2. Knowledge of EPA QA/QC data collection protocols for removal activities, including, but

not limited to the guidance set forth in the document entitled "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Ability to insure that these protocols are adhered to. Ability to collect data in accordance with these protocols.

3. Comprehensive knowledge of EPA standard methods of analyses of multi-media (solid, liquid, air) waste and environmental samples. Ability to determine appropriate analyses to be performed, including identifying QA/QC limits, to obtain desired results.

4. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

5. Ability to prepare written technical reports and sampling plans.

6. Knowledge of chemical characteristics of oil, petroleum, and hazardous substances and compatibilities. Ability to determine, develop, provide recommendation for, and oversee implementation of waste characterization, bulking, and treatment actions.

**D. Corporate Safety Officer Qualifications -- Key Personnel**

1. A Certified Industrial Hygienist with seven years (7) of on-scene experience in oil, petroleum, and hazardous substance response and cleanup actions. Five years of the seven years required experience must be in a capacity of site safety officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans or responsible for directly overseeing the work and responsibilities of site safety officers.

2. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures. Capable of training site

safety officers and ensuring any person performing that function is trained and familiar with regulations and requirements.

3. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

4. Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response.

5. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances. Ensures anyone performing the function of site safety officer is fully versed in these requirements for the individual site.

6. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions.

7. Ability to prepare written technical reports and HASPs. Has QA oversight for reports from Site Safety Officers.

**E. Transportation and Disposal Coordinator(s) Qualifications - *Key Personnel***

The Transportation and Disposal Coordinator(s) shall have the following minimum qualifications and experience:

- (a) B.S. degree in chemistry, chemical engineering or in a related discipline together with a minimum of two (2) years working knowledge of chemical characteristics and

technical experience in oil, petroleum, and hazardous substance disposal regulations. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, Superfund), State and local regulations and their application to various transportation methods and treatment technologies.

or

- (b) Certified Hazardous Materials Manager (CHMM) - Senior Level. Certificate and recertification documentation required, with 3 years experience in the Hazardous Waste Field related directly to the arranging of transportation and disposal of Hazardous Waste or similarly related activities with a working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, and Superfund), State and local regulations and their applications to various transportation methods and treatment technologies.

**E. Other On-Scene Personnel Minimum Qualifications**

All other personnel shall demonstrate experience in performing routine duties typical to oil, petroleum, or hazardous waste site operations. All personnel shall meet minimum OSHA training, medical monitoring, and health and safety requirements for hazardous waste site workers, unless otherwise noted. Where applicable, personnel must be qualified to operate heavy equipment, standard cleanup equipment such as air compressors, pumps, generators, etc., have a working knowledge of standard hazardous material handling safety procedures and personnel safety equipment, and operate testing, sampling, and/or survey equipment. Must demonstrate abilities to trouble-shoot malfunctioning equipment and make simple repairs. **Unless otherwise noted, a MINIMUM of one (1) year experience is required in the on-scene personnel category.**

**SENIOR FOREMAN\*\*\***

Six years on-scene experience in oil, petroleum, and hazardous substance cleanup response. Manages smaller, less-complex projects completely without Response Manager oversight, and is the OSC site contact. Must have skills in directing both general labor and on-site personnel, and trained for work using all levels of personal protective

equipment.

Must have a working knowledge of oil, petroleum, and hazardous substance disposal regulations. Must have a working knowledge of DOT hazardous materials transportation regulations and RCRA hazardous materials disposal regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.

Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.

Ability to manage and insure proper execution of minor subcontracts of varying type. Serves as contractor point-of-contact with subcontractors.

Must have knowledge of site cost management systems used to track and document site costs on a daily basis.

Must have knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to correctly implement a site safety plan.

\*\*\*Used only on smaller, less complex sites with OSC consent when a Response Manager is not assigned.

**FOREMAN**

Three years on-scene experience in oil, petroleum, and hazardous substance cleanup response. On larger sites, provides coordination assistance to the RM. Directs and oversees response activities of the cleanup crew at the direction of the RM. May coordinate all activities on a response where a RM is not needed. Must have skills in directing both general labor and on-site personnel, and trained for work using all levels of personal protective equipment.

**LABORER**

Performs labor related to sampling and cleanup of hazardous wastes. Applies technical skills in handling hazardous substances. Trained for work using all levels of personal protective equipment. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, unloaders, air blowers, etc.

**EQUIPMENT OPERATOR 1**

Meets OSHA/DOT minimum training requirements to operate heavy equipment, such as, but not limited to, backhoes, excavators, dozers, and loaders. Experienced in hazardous waste equipment operations; ie does not cross-contaminate areas, does not remove more soil than required for the cleanup effort. Trained for work in all levels of personal protective equipment. Minimum of three (3) years experience operating heavy equipment.

**EQUIPMENT OPERATOR 2**

Meets OSHA/DOT minimum training requirements to operate heavy equipment, such as, but not limited to, backhoes, excavators, dozers, and loaders. Experienced in hazardous waste equipment operations; ie does not cross-contaminate areas, does not remove more soil than required for the cleanup effort. Trained for work in all levels of personal protective equipment. Minimum of five (5) years experience operating heavy equipment.

**TRUCK DRIVER**

Must have all the applicable state and Federal Department of Transportation motor vehicle operator's licenses. Operates trucks used to transport temporary structures, equipment, materials, and supplies, as well as oil, petroleum, hazardous substances and hazardous wastes waste onto and off of a response site.



**FIELD COST ADMINISTRATOR**

\_\_\_\_\_ Shall have a minimum of two (2) years of work experience in accounting, finance, and/or business disciplines. As a minimum, the Field Cost Administrator shall be proficient in the following areas: performing various administrative duties (i.e., on-site cost tracking and documentation; coordinating the acquisition of materials, supplies, and subcontracting activities; performing general site duties such as typing, filing, and answering telephones; processing payrolls and maintaining payroll records; managing inventory and storage of inventory, cataloging, and property utilization); performing accounting tasks such as posting to registers, ledgers, and journals; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, postings, etc.; reviewing computer printouts against manually maintained journals, detecting and correcting erroneous postings, and preparing documents to adjust accounting classifications and other data; preparing journal vouchers; making entries or adjustments to accounts; and reviewing lists of transactions rejected by an automated system, determining reasons for rejections and preparing necessary correction material. The Field Cost Administrator shall be proficient in the use of and have a working knowledge of the terminology, codes, and processes used in an automated accounting system.. The Field Cost Administrator shall display a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system. The Field Cost Administrator also prepares the Contractor Daily Cost Reports (1900-55) using RCMS. The Field Cost Administrator assists with on-site procurement and subcontracting issues and may assist in the packaging and dispatch of samples.

**INDUSTRIAL HYGIENIST/HEALTH AND SAFETY**

A degree in Industrial Hygiene or related field with one year experience related to hazardous materials or four years experience in health and safety for hazardous materials with significant training completed for hazardous materials and OSHA requirements.

THE FOLLOWING LABOR CATEGORIES ARE TO BE NEGOTIATED ON A SITE SPECIFIC BASIS.

**EXPLOSIVE SPECIALIST**

Seven (7) years experience in identification, handling, transport and disposal of explosive devices, explosives, and highly reactive chemicals from removal sites. Specially trained and experienced in explosives handling. Must meet minimum criteria for State licensing requirements for explosives handling, in the five states of the region, where applicable.

**RADIATION SPECIALIST**

Conducts radiation and air sampling monitoring and sampling studies needed to identify the impact of sites on specific population segments. Implements radiation and air sampling and monitoring plans to ensure that the response actions produce the least overall impact on the environment. Requires B.S. degree in Environmental Science or related discipline with a minimum of 12 hours specifically related to types and use of radiation instruments. Competent with the maintenance and calibration of a variety of radiation equipment.

**EMERGENCY MEDICAL TECHNICIAN**

Oversees implementation of site health safety plans. Trained and **certified** as an EMT, with emphasis on immediate response to hazardous substance exposure.

**GEOLOGIST**

Bachelor of Science degree in geological sciences, or other EPA approved discipline from an accredited college or university. Applies field geology and/or hydrogeology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination. Prepares sampling plans and written

technical reports.

**ENGINEER, CHEMICAL**

Bachelor of Science degree in Chemical Engineering. Applies principles chemical engineering principles to recommend solutions to hazardous waste response problems. Develops sampling plans to determine extent of cleanup required. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost.

**ENGINEER, CIVIL**

Bachelor of Science degree in Civil, or related, engineering. Applies civil engineering principles to recommend solutions to hazardous waste response problems. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost.

EP-S6-07-02

ATTACHMENT 3

REPORTS OF WORK

## REPORTS OF WORK

### (a) MANDATORY REPORTS

#### (1) Contractor Daily Cost Report (EPA Form 1900-55)

1. Type: Final
2. Title: Contractor's Daily Cost Report (EPA Form 1900-55) (Attachment)

(c) Content Requirements: (1) Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed RCMS and the data set forth in this paragraph. The software will be provided at time of award. After completion of the draft EPA Form 1900-55, it shall be reviewed by the contractor and the FOSC, finalized and signed by the contractor and then signed by the FOSC **or FOSCR**. If electronic power and/or a computer are not available, the contractor shall submit handwritten 1900-55s to the OSC. All handwritten Daily Cost/Receiving Reports must be entered into RCMS within three working days. NO 1900-55 SHALL BE CHANGED AFTER IT HAS BEEN FINALIZED; ANY CORRECTIONS SHALL BE MADE ON A NEW 1900-55. A Windows 95 or higher computer is required to run RCMS applications.

(2) All estimated costs, sometimes referred to as "pending" or "await bills", shall be finalized by the contractor and a 1900-55 submitted to the ~~F~~OOSC within 90 calendar days after site activity completion or final disposal of the wastes, whichever is later.

(3) Within 90 days of the completion of site work, the contractor shall:

(a) have entered into RCMS all costs incurred, but not previously recorded into RCMS. "Reconciliation" 1900-55s for these costs will be generated, reviewed and verified in accordance with procedures for daily 1900-55s.

(b) submit a "reconciliation" invoice for these "reconciliation" 1900-55s, as well as costs recorded in RCMS, but not previously invoiced. The "reconciliation" invoice will be generated, reviewed and approved

in accordance with procedures for monthly invoices.

(c)notify the CO in writing that all costs claimed for this DO have been recorded in RCMS and invoiced.

(d)Distribution:

(1) FOSC - original signed document

(2)\* Contracting Officer/Contracting Specialist

\* The Contractor shall forward signed copies of 1900-55s to the Contracting Officer with the Contractor's invoice.

(e)Delivery Schedule: On site - The contractor shall provide a copy to the FOSC at end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture await bills being finalized after demobilization from the site within 90 days. Any other schedule for receipt of the 1900-55 shall be documented in the Task Order or modification to the TO. **Any 1900-55s mailed to EPA shall be mailed to the attention of the Project Officer.**

(f)Number of days Government has to review/approve: FOSC reviews and signs 1900-55s daily, while on site. When off site, the FOSC will review/approve 1900-55s within 10 calendar days of receipt.

(2)CERCLA Off-Site Disposal Report

(a)Type: Final

(b)Title: CERCLA Off-Site Disposal Report

(c)Content requirements: Per the following format

(d)Distribution:

(1) PO

(2) FOSC

(e)Delivery Schedule: Report to be completed by cleanup contractor and received by PO/FOSC within 10 days after disposal has been completed at each site.

CERCLA OFF-SITE DISPOSAL REPORT

Information Required for CERCLA Off-site Waste Management Activities

1. Superfund site name/State/CERCLIS SSID number:

2. Type of action (Check two)

\_\_\_\_\_Removal\_\_\_\_\_Fund-financed  
 \_\_\_\_\_Remedial\_\_\_\_\_PRP-financed

3. Type (check one) and form (check one) of waste; if more than one type, for this and remaining questions for each type:

attach separate sheets

Type:

\_\_\_\_\_solvents  
 \_\_\_\_\_dioxins/furans  
 \_\_\_\_\_cyanides  
 \_\_\_\_\_heavy metals  
     (specify metals)\_\_\_\_\_  
 \_\_\_\_\_acids  
 \_\_\_\_\_PCBs  
 \_\_\_\_\_halogenated organics  
 \_\_\_\_\_other RCRA-listed hazardous  
     wastes (specify)\_\_\_\_\_  
 \_\_\_\_\_non-hazardous or de-listed  
     wastes

Form:

\_\_\_\_\_wastewater  
 \_\_\_\_\_liquid waste  
 \_\_\_\_\_organic sludge  
     (> 1% total solids)  
 \_\_\_\_\_inorganic sludge  
     (<1% total org. carbon)  
 \_\_\_\_\_contaminated soil  
     and debris  
 \_\_\_\_\_solid or solidified  
     waste (specify)\_\_\_\_\_

4. Quantity of waste:

\_\_\_\_\_cubic yard (CY)  
 \_\_\_\_\_tons/lbs  
 \_\_\_\_\_gallons (gal)  
 \_\_\_\_\_lab packs

\_\_\_\_\_ drums

5. Range, average, and/or representative concentrations of  
the contaminants of concern: \_\_\_\_\_

6. Pre-treatment of waste before transportation:

\_\_\_\_\_ precipitation                      \_\_\_\_\_ neutralization  
\_\_\_\_\_ solidification                      \_\_\_\_\_ fixation  
\_\_\_\_\_ stabilization                      \_\_\_\_\_ other (\_\_\_\_\_)

7. Receiving RCRA facility name/location/I.D number/units:

\_\_\_\_\_

8. Receiving Region \_\_\_\_\_

9. Receiving Region Off-site Contact (RROC):

Name \_\_\_\_\_ Date \_\_\_\_\_

10. Date(s) of Shipments \_\_\_\_\_

Date disposal is completed/facility signs manifest for receipt of      final shipment) \_\_\_\_\_

11. Pre-treatment of waste at site before final treatment or  
disposal:

\_\_\_\_\_ precipitation                      \_\_\_\_\_ neutralization  
\_\_\_\_\_ solidification                      \_\_\_\_\_ fixation  
\_\_\_\_\_ stabilization \_\_\_\_\_ other (\_\_\_\_\_)

12. Final method of treatment or disposal/unit receiving:

\_\_\_\_\_ precipitation  
\_\_\_\_\_ neutralization



\_\_\_\_\_ incineration  
\_\_\_\_\_ landfill  
\_\_\_\_\_ land treatment  
\_\_\_\_\_ injection  
\_\_\_\_\_ recovery/re-use      \_\_\_\_\_ other (\_\_\_\_\_)

13. If waste was landfilled:

- What disposal cell number or location? \_\_\_\_\_
- Type of liner in cell? (e.g. PVC, clay, hypalon) \_\_\_\_\_

14. Cost of activities:

\_\_\_\_\_ treatment/disposal cost per unit \_\_\_\_\_;  
\_\_\_\_\_ total cost based on treatment/disposal only  
(no transportation cost);  
\_\_\_\_\_ transportation cost per unit \_\_\_\_\_;  
\_\_\_\_\_ total cost for transportation only.

(3) Site Safety Plan

(a) Type: Final

(b) Title: Site Safety Plan

(c) Content Requirements: Conforms with 29 CFR 1910.120 and addresses, but is not limited to, three major areas: (1) the site itself, include any geographic hazards which may exist; (2) the materials/chemicals involved, including the nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection; and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

(d) Distribution: FOSC

(e)Delivery Schedule: Report to be received prior to commencing cleanup action for a particular site.

(4)Non-CLP Superfund Laboratory Data Reports

(a)Type: Final

(b)Title: Non-CLP Superfund Analytical Services Tracking (ANSET)

(c)Content Requirements: See [www.epa.gov/superfund/programs/clp/ansets.htm](http://www.epa.gov/superfund/programs/clp/ansets.htm) for form and instructions to complete the form.

(d)Distribution: electronic to

(1)PO

(e)Delivery Schedule: Within 30 days from completion of Non-CLP Superfund analyses - for any site where off site laboratories are performing quantitative analyses and reporting the data. Examples of quantitative waste characterization analyses could include TCLP/SPLP/MEP/WET tests, corrosivity, ignitability, and reactivity.

(5)Small Business and Small Disadvantaged Business Reports.

Reference the Section I clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-6) ALTERNATE I (MAR 1996)".

(a) Distribution:

(1)CO (original)

(2)PO

(3)Socioeconomic Officer

Office of Small & Disadvantaged Business Utilization

401 M Street, SW (3801R)

Washington, DC 20460

**(6).Contractor's Final Cost**

a)Type: Final

(b)Type: Contractor's Final Cost

(c)Content Requirements: (i) The Contractor shall send to the Contracting Officer or designated Contract Specialist a written summary of all costs claimed in an acceptable format to be established between EPA Region 6 and the Contractor. If the contractor fails to submit a cost summary in a timely manner, the Contracting Officer reserves the right to determine the final cost of the Task Order using all relevant information available. The decision shall be final unless appealed. Any appeal submitted in response to the determination shall be treated in accordance with the "Disputes" clause of this contract.

Completion of Task Orders is defined as when site personnel and equipment are demobilized and the "Contractor's Final Site Report" is completed (when required) or when the final subcontractor's bill is received by the Contractor, whichever is later. This summary shall include mobilization and demobilization charges, if applicable, the number of hours or days and applicable rates for each category of labor and equipment, materials used, subcontract costs, sampling, transportation and disposal costs, travel and subsistence costs, and any other charges for which the Contractor is requesting reimbursement. The information provided should be in sufficient detail to permit the Contracting Officer a complete understanding of all costs claimed. A statement shall be included affirming that all costs claimed for the Task Order have been recorded in RCMS and properly invoiced using the contractor's cost accounting system. The contractor may not use RCMS for submitting invoices for payment to the EPA. After receipt of this summary, the Government will review all charges and negotiate a Final Total Cost for the Task Order with the contractor as soon as possible.

(ii)If the Task Order final total costs summary includes charges for labor and equipment and the Government is being charged on the basis of a provisional rate pursuant to Section B.3 (or otherwise) the Contractor shall identify such charges as being provisional and shall submit the information required by the clause titled "Definitization of Provisional Rates."

(iii) Upon completion of Final Total Cost of Task Order negotiations, the Contracting Officer will issue a written NOTICE OF FINAL TOTAL COST OF TASK ORDER on Standard Form 30, setting forth the final total cost of

the order. The Contractor shall sign and return this notice within (30) calendar days of receipt. If a negotiated agreement cannot be reached, the Contracting Officer will determine the final total cost of the Task Order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be treated in accordance with the "Disputes" clause of this contract.

(d)Distribution:

(1) PO

(2) CO

(e)Delivery Schedule: Within 120 calendar days after completion of each Task Order, (unless an extension is authorized in writing by the Contracting Officer)

(f)Number of days Government has to review/approve: Ninety (90) calendar days

(7)CERCLA Off-Site Acceptability Checklist

(a)Type: Final

(b)Title: CERCLA Off-Site Acceptability Checklist

(c)Content Requirements: Attached Form

(d)Distribution:

(1)FOSC

(e)Delivery Schedule: To accompany T&D Quotation Summary, when off-site disposal of CERCLA hazardous waste is required under a Task Order. If a disposal broker is utilized, provide when final disposition of wastes is determined.

**CERCLA Off-Site Acceptability Check List**

RE: \_\_\_\_\_ Site

CERCLIS # \_\_\_\_\_

OSC \_\_\_\_\_

Site phone number \_\_\_\_\_

Site fax number \_\_\_\_\_

A. Is this a time critical removal?\_\_\_\_\_Yes\_\_\_\_\_No

B. Is this an emergency response?\_\_\_\_\_Yes\_\_\_\_\_No

1. Is the CERCLA waste a RCRA hazardous waste\_\_\_\_\_Yes \_\_\_\_\_ No

2. What waste codes were assigned?\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

3. Is this a dioxin or PCB waste?\_\_\_\_\_ Yes \_\_\_\_\_ No

4. Is (insert name of TSD/ recycler)

located in \_\_\_\_\_ (City), \_\_\_\_\_ (State)

EPA identification #\_\_\_\_\_

acceptable to for \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (insert appropriate waste codes)?

\_\_\_\_\_ Yes \_\_\_\_\_ No, Date of most recent inspection \_\_\_\_\_

Is \_(insert name of TSD/ recycler)

located in \_\_\_\_\_ (City), \_\_\_\_\_ (State)

EPA identification # \_\_\_\_\_

acceptable to for \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (insert appropriate waste codes)?

\_\_\_\_\_ Yes \_\_\_\_\_ No, Date of most recent inspection \_\_\_\_\_

\_\_\_\_\_  
Signature of Off-Site Contact \_\_\_\_\_ Date

(8) **Annual Incident Command System (ICS) Report**

The contractor shall provide an annual ICS Report to the Contracting Officer, Project Officer, Regional Removal Manager, and OSWER/OEPPR as of September 30<sup>th</sup> and due on November 15<sup>th</sup> of each contract year. This report should include all efforts made by the contractor to maintain the training requirements as specified in the PWS (Attachment 3).

Although the contractor shall submit reports to other than the Contracting Officer and Project Officer, the contractor is responsible for contacting the Contracting Officer if any discussions relating to the report occur.

If the contractor is awarded more than one START or ERRS contract with the agency, only one annual report will be submitted, but distribution will be to all agency personnel indicated above for each contract.

(9) **Annual Allocation of Non-Site Costs Report**

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, the contractor shall provide the Program Costing Staff (PCS) of the Office of Financial Management, EPA the total amount of all paid invoices for the annual allocation period. PCS will reconcile this amount and confirm the total amount paid. Once the contractor receives confirmation of the reconciliation amount, the contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the reconciled invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report.

(c) PCS will review the draft report and notify the contractor either verbally or in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report in EXCEL or Lotus 1-2-3 via email to appropriate staff within PCS. The reports shall be sent to:

Director, Program Costing Staff  
Environmental Protection Agency  
Office of Financial Management (2733R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, the contractor will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 2003 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the appropriate staff within the Program Costing Staff, OFM before the reports can be combined.

#### Allocation Methodology

##### Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Provide Invoice listing to EPA in order for EPA to reconcile the paid amounts,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, multi-site project management, if applicable) - Payments made to the contractor for the specific management and administration of the contract or multi-site work assignment as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.



Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs (mobilization) - costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Director, Program Costing Staff, OFM, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Director, Program Costing Staff, OFM.

Annual Allocation Report

Required:

- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Director, Program Costing Staff, OFM at (202) 564-7654 or Tina Van Pelt at (202) 564-4984 or email at [vanpelt.tina@epa.gov](mailto:vanpelt.tina@epa.gov). A website: <http://www.epa.gov/ocfo/finstatement/finstatement.htm> contains the annual allocation instructions with the Lotus spreadsheet templates.

Although the contractor shall submit reports to other than the Contracting Officer and Project Officer, the contractor is responsible for contacting the Contracting Officer if any discussions relating to the report occur.

In the future, after 2004, the annual allocation submissions may be required through a website instead of in spreadsheet format.

(10) Annual Report on Environmentally Preferable Practices

The Contractor shall submit a report, no longer than ten (10) pages in length, detailing the environmentally preferable activities accomplished or purchases made within the previous 12-month period from 1 October to 30 September. The format described in Attachment 11 shall be used in completing this annual report. The contractor shall submit the report to the Regional Contracting Officer, Project

Officer, Regional Environmental Preference Coordinator, and National Environmental Preference Coordinator, before November 15<sup>th</sup> of each year. The contractor's environmentally preferable practices will be evaluated as part of the award term determination in accordance with the PWS and Section H clauses entitled "Award Term Incentive Guidance."

Although the contractor shall submit reports to other than the Contracting Officer and Project Officer, the contractor is responsible for contacting the Contracting Officer if any discussions relating to the report occur.

If the contractor is awarded more than one START or ERRS contract with the agency, only one annual report will be submitted, but distribution will be to all agency personnel indicated above for each contract.

(b) **CONTRACT SPECIFIC PLANS** - The Contractor shall prepare and submit the following plans:

**I. Response Plan**

a)Type: Draft and Final

b)Title: Contractor's Response Plan

c)Content Requirements:

The Response Plan shall at a minimum address the following

- response organization
- emergency response notification and activation procedures, response times and activation levels
- health and safety, personal protective equipment, strategy for expedited hasp preparation for emergency response situations
- equipment and supplies
- personnel
- response logistics - strategy for providing basic logistical services (food, fuel, quartering.)
- planning and preparedness, training and exercises.

The Response Plan shall incorporate approaches to response showing how the contractor is organized to ensure that the appropriate numbers of equipment, personnel, and resources are mobilized for each type of response. These approaches should take into account incident size and severity, including emergency response, removal actions and incidents of national significance. The contractor shall describe how contractor and team resources will be quickly and cost effectively obtained and deployed, and shall describe any pre-arranged agreements with vendors and service providers.

The Response Plan shall include the contractor's strategy for response times that focuses on timely and cost effective responses throughout the Region and address the critical response cities, critical response location, other regional cities and sensitive infrastructures and locations as set forth in the Performance Work Statement. The strategy submitted shall identify the offices from which the contractor intends on providing these responses (which shall become the mobilization cities as identified in the Section B clause entitled "Fixed Rates for Services-Indefinite Delivery/Indefinite Quantity Contract",) and shall include a map which visually depicts the response times they will meet from the time they are given written or verbal notification by the OSC, CO, or PO. The response times provided shall include any preparation time necessary to mobilize personnel and equipment and arrive anywhere within a 50 miles radius of the response city. The contractor shall provide a table which breaks down the preparation time and travel time to the response cities, response locations, and sensitive infrastructures. The contractor shall also provide a table which reflects the number of personnel located in each office.

The Response Plan shall describe the contractor's procedure for 24/7 activation for emergency response. These procedures shall also include the phone number for activation as well as a failsafe backup contact procedure.

The Response Plan shall describe the contractor's approach to health and safety. The plan shall reference any corporate health and safety standard operating procedures which will be applicable to this contract. The contractor shall describe his procedure for ensuring all personnel meet the minimum health and safety requirements before deploying to a site. The Plan shall describe the contractor's plan for delivering inoculations if required. The Response plan shall also detail the contractor's strategy for expedited HASP preparation for emergency response situations.

The Response Plan shall describe what equipment and materials are carried on a typical emergency response

vehicle and mobilization locations for response vehicles described. The contractor shall describe any pre-negotiated agreements local and national vendors for the procurement of needed equipment and materials. The contractor shall describe its strategy for the use of contractor or team owned equipment.

The Response Plan shall discuss how he plans to staff multiple concurrent task orders. The contractor shall describe how the he will meet surge requirements for trained personnel during disaster response situations.

The Response Plan shall describe the contractor strategy providing for the basic services for contractor personnel during natural or terrorist events where basic services are otherwise unavailable. Basic services shall include but not be limited to: food, quartering, sanitation, fuel, work space, staging areas. The contractor shall describe his strategy for deploying personnel with the basic requirements for self sufficiency. The contractor shall describe his strategy for establishing logistical services for his personnel as soon as possible. The contractor shall discuss any pre-established agreements with suppliers of logistical services.

The Response Plan shall detail the contractor's procedures for pre-response preparedness. The contractor shall describe his approach for identifying and conducting needed training for personnel. Contractor shall describe his strategy for maintaining and exercising personnel knowledge base. Contractor shall describe his strategy for training and orienting a large influx of staff during a large disaster response.

(d)Distribution:

DRAFT

(1)PO

(2)CO

FINAL

(1) PO

(2) CO

(e)Delivery Schedule: Draft report prepared annually to be received within thirty (30) days prior to the expiration of the contract year. Final report to be delivered within 10 days after the conclusion of the contract year.

(f)Number of days Government has to review/approve: Thirty (30) days from receipt for both the draft and

final reports.

## II. Communication Plan

a)Type: Draft and Final

b)Title: Contractor's Communication Plan

c)Content Requirements: The contractor shall prepare a Communications Plan that will address its strategy for response communications. The plan shall address the full spectrum of response from typical emergency response, through disaster or WMD responses as well as general fund lead response communications. The Communications Plan shall describe how the contractor intends to address field communications requirements. The contractor is expected to exhibit the capability to communicate both in and from the field. Communications capabilities shall include radio, cell phone and satellite communication options. Capabilities shall include both voice and data transmission in and from the field. Field communications shall include the use of radios suitable for Level A response activities and the use of repeaters to enhance field radio transmissions. Data transmission may include exchange of information within the field and between the field, office, Regional Response Center, and internet based information management systems such as WebEOC®, and www.epaosc.net. Data transmission shall utilize the most efficient means such as dial-up, DSL, high speed cable, or satellite transmission.

Above described communications capabilities shall be provided, within 24 hours of initiation, to remote locations throughout the region when necessary, or where conventional communications resources are unavailable.

(d)Distribution:

### DRAFT

(1)PO

(2)CO

### FINAL

(1) PO

(2) CO

(e)Delivery Schedule: Draft report to be prepared and received within thirty (30) days prior to the expiration of the contract year. Final report to be delivered within 10 days after the conclusion of the contract year.

(f)Number of days Government has to review/approve: Thirty (30) days from receipt for both the draft and final reports.

### III. Transportation Plan

a)Type: Draft and Final

b)Title: Contractor's Transportation Plan

c)Content Requirements: The contractor shall prepare a Transportation Plan to ensure timely transportation via air, land, and water is available for response personnel and equipment in all kinds of weather, terrain, and geographical locations (i.e. remoteness) within the region. The Transportation Plan shall consider responses to the identified critical response cities, other regional cities and sensitive infrastructures and locations within the Region. The Transportation Plan shall reference the response time strategy submitted in the contractor's response plan. The Transportation Plan shall describe the offeror's strategy for utilizing vehicular transportation, commercially available air service, and commercially available air charter services to provide timely and cost effective responses throughout the Region, including how the offeror plans to mobilize equipment quickly to response locations including the use of commercially available "hotshot" expedited freight services. The Transportation Plan shall include a list of vehicles, transportation companies and/or providers and detail any specific agreements which are currently in place or planned to be in place with a schedule of placement.

(d)Distribution:

#### DRAFT

(1)PO

(2)CO

#### FINAL

(1) PO

(2) CO

(e)Delivery Schedule: Draft report to be prepared annually and received within thirty (30) days prior to the expiration of the contract year. Final report to be delivered within 10 days after the conclusion of the contract year.

(f)Number of days Government has to review/approve: Thirty (30) days from receipt for both the draft and final reports.

(c) **SITE SPECIFIC AND SPECIAL REPORTS.** The Contractor shall submit the following reports at the request of the EPA FOOSC or other designated official.

(1) Site Specific Work Plan

(a) Type: Final

(b) Type: Site Specific Work Plan

(c) Content requirements: Written work plan to be completed after initial on-scene survey. This work plan shall define the types and quantities of clean-up personnel, equipment and materials needed, proposed project schedule by subtask, and the estimated cost. Reference the Section C clause entitled "STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR TASK ORDERS (EP 52.210-110)(APR 1984)."

(d) Distribution:

- (1) CO
- (2) PO
- (3) FOOSC

(e) Delivery Schedule: No later than ten (10) days after mobilization, if report is required by the task order; or delivery schedule as set forth in the task order.

(f) Number of days Government has to review/approve: 10 days.

(2) Daily Work Report

(a) Type: Final

(b) Title: Work Report (work to be performed and work accomplished)

(c) Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used, and any other



activities to be performed. This report also documents work accomplished.

(d)Distribution:

(1)FOSC on-site

(e)Delivery Schedule: In advance of commencing each phase of work.

(3)Site Progress Report

(a)Type: Final

(b)Title: Site Progress Report

(c)Content: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, personnel and equipment utilized, and estimated or actual costs to date.

(d)Distribution:

(1) FOSC on-site

(e)Delivery Schedule: Daily, weekly or bi-weekly progress reports as specified by the FOSC

(4)Contractor's Final Site Report

(a)Type: Draft and Final

(b)Title: Contractor's Final Report

(c)Content Requirements: This report shall detail all task order costs, and list labor, equipment, materials, subcontractors, and other items or services delivered. This report shall describe response approaches used, any problems encountered and solutions used, waste disposition and amounts, copies of field logs/daily diaries, originals of any analytical data, CERCLA Off-Site Acceptability Check List

(d)Distribution:

DRAFT

- (1) PO
- (2) FOSC

FINAL

- (1) PO
- (2) FOSC
- (3) CO

(e)Delivery Schedule: Draft report to be received within thirty (30) days after the conclusion of the on-site work. Final report to be received within thirty (30) days of the receipt and incorporation of EPA comments.

(f)Number of days Government has to review/approve: Thirty (30) days from receipt for both the draft and final reports.

(5) Quality Assurance Project Plan

(a)Type: Final

(b)Title: Quality Assurance Project Plan

(c)Content Requirements: A quality assurance project plan in conformance with EPA Requirements for Project Plans EPA QA/R-5 (located at [http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html)).

(d)Distribution:

- (1) OSC

(e)Delivery Schedule: Designated on Task Order

(f)Number of days Government has to review/approve: Designated on Task Order

(6) Incident Action Plan

(a) Type: Draft and Final

(b) Title: Incident Action Plan

(c) Content Requirements: The Incident Action Plan (IAP) contains general control objectives reflecting the overall incident strategy, and specific action plans for the next operational period. When complete, the Incident Action Plans will include a number of attachments. Contains: ICS-202, ICS-203, ICS-204, ICS-205, ICS-206, incident traffic plan, and incident map.

(d) Distribution: FOSC on site, Operations Section Chief, Division/Group Supervisor

(e) Delivery Schedule: At specified times in advance of commencing each operational period.

(d) **SPECIAL REPORTS**

(a)Type: To be determined.

(b)Title: To be determined.

(c)Content Requirements: To be determined.

(d)Distribution: To be determined.

(e)Delivery Schedule: To be determined.

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ATTACHMENT 4

SAMPLE FORM 1900-55

Site: Training Sample Site Site #00XX  
Contractor: ABC Contractor

Delivery Order #: ZZZZZZ  
Contract #: AA-BB-CCC

EMPLOYEE	EMPLOYEE ID	WORK CLASSIFICATION	RCMS #	TASK CODE	DAILY HOURS		RATES		LABOR COST	G&A COST	PERSONNEL COST	Cmt	REF #
					REG	OT	REG	OT					
ADJUSTMENTS													
ABC Contractor:													
11/09/99: Honey, Susan	HO1111	Field Cost Admin.	S2-13-01	6	1.0	0.0	\$32.00	\$0.00	\$32.00	\$0.00	\$32.00	Y	465
11/03/99: Honey, Susan	HO1111	Field Cost Admin.	S2-13-01	6	1.0	0.0	\$32.00	\$0.00	\$32.00	\$0.00	\$32.00	N	464
11/02/99: Honey, Susan	HO1111	Field Cost Admin.	S2-13-01	6	2.0	0.0	\$32.00	\$0.00	\$64.00	\$0.00	\$64.00	N	463
11/01/99: Honey, Susan	HO1111	Field Cost Admin.	S2-13-01	6	6.0	0.0	\$32.00	\$0.00	\$192.00	\$0.00	\$192.00	N	462
12/30/98: Kiwi, Charles	KI1111	Response Manager	S1-05-02	6	8.0	0.0	\$48.00	\$0.00	\$384.00	\$0.00	\$384.00	Y	3
TOTAL PERSONNEL COST FOR TODAY:									\$704.00	\$0.00	\$704.00		
TOTAL PERSONNEL COST TO DATE:											\$56,826.68		

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ATTACHMENT 5

DBA COMPENSATION WORKSHEET

## DBA WORKSHEET

Delivery Order Number: \_\_\_\_\_ Site Name: \_\_\_\_\_

1. DBA General Decision Number: \_\_\_\_\_  
State: \_\_\_\_\_  
County or Subdivision: \_\_\_\_\_

2. DBA Labor Category: \_\_\_\_\_  
Identification Number and Date: \_\_\_\_\_

3. DBA Compensation requirements (on a per hour basis)

a) Wage Rage: \$ \_\_\_\_\_  
b) Fringe Benefits \_\_\_\_\_  
c) Stated as a flat dollar amount: \_\_\_\_\_  
d) Stated as a percentage of wage rate\* \_\_\_\_\_  
e) Dollar equivalent of days off\*\* \_\_\_\_\_  
f) Total DBA required compensation: \$ \_\_\_\_\_

4. Corresponding Personnel Classification CLIN Description: \_\_\_\_\_  
Applicable Fixed Hourly Rate: \_\_\_\_\_  
Contract Year (Base, First or Second Option Period): \_\_\_\_\_

5. a) Raw wage component of Fixed Hourly Rate: \_\_\_\_\_  
b) Fringe benefit component of Fixed Hourly Rate: \_\_\_\_\_  
c) Total Compensation component of Fixed Hourly Rate: \_\_\_\_\_

6. a) DBA compensation (from 3f above): \_\_\_\_\_  
b) Less Fixed Hourly Rate compensation (from 5c above: \_\_\_\_\_  
c) Differential (enter -0- if -0- or negative): \_\_\_\_\_

7. Adjustment to the Fixed Hourly Rate.



Unadjusted Fixed Hourly Rate (from 4 above)	\$_____
Positive Differential (6c above)	_____
10% of positive differential:***	_____
Adjusted Fixed Hourly Rate:	\$_____

## NOTES

\*Fringe benefits are sometimes stated as a flat dollar amount and as a percentage of the DBA wage rate. (For example, Wage Rate=\$10.00 per hour, Fringe = \$1.50 + 5%.) The flat amount is \$1.50 and the percentage amounts to  $.05 \times \$10.00 = \$0.50$  per hour.

\*\*Fringe benefits sometimes include days off for holidays and vacation days. Days off are converted to a dollar equivalent as follows:

Example: Employee receives 10 holidays and 2 weeks vacation. Total days off = 20 days, 20 days @ 8 hours/day = 160 hours x DBA hourly wage (use \$10.00 from first note) = \$1600. Hours per year: 52 weeks x 40 hours/week = 2,080 hours. Dollar equivalent of days off:  $\$1600 / 2,080 = \$0.77$  per hour.

\*\*\*The adjustment includes 10% of the positive differential to compensate the contractor for additional payroll taxes and unemployment premiums required on the differential, which is additional raw wage.

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ATTACHMENT 6

PRICING SCHEDULE

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ATTACHMENT 7

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS**

**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

#### **SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-

related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.



- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the

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contract.

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ATTACHMENT 8

LEVELS OF PROTECTIVE EQUIPMENT

## PERSONAL PROTECTIVE EQUIPMENT TYPES BY LEVELS

Personal Protection Equipment requirements are determined by the NIOSH/OSHA LISC/and the EPA Occupational-Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. Additional guidance is given in EPA Standard Operating Safety Guides, Publication 9285.1-03, dated June 1992. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the HASP.

In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

### 1 . LEVEL A

Pressure-demand, self contained breathing apparatus (MSHA/NIOSH approved); Fully encapsulating chemical-resistant suit; Coveralls\*; Underwear, long cotton underwear\*; Gloves (outer); chemical-resistant Gloves (inner) chemical -resistant; Boots, chemical -resistant, steel toe and shank.(Depending on suit boot, worn over or under suit boot); Hard hat\* (under suit); Disposable protective suit; disposable gloves, and disposable boots\* (Worn over fully encapsulating suit); 2-way radio communications (intrinsically safe)

### 2. LEVEL B

Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)  
Chemical-resistant clothing (overalls and long sleeve jacket; coveralls;  
hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls) Coveralls\* Gloves  
(outer) chemical-resistant Gloves (inner) chemical -resistant; Boots (outer) chemical-resistant,  
steel toe and shank Boots (outer) chemical-resistant (disposable)\* Hard hat (face shield\*) 2-way  
radio communication (intrinsically safe)

### 3. LEVEL C

Full-face, air purifying respirator (MSHA/NIOSH) approved) Chemical-resistant clothing (one piece coverall;

hooded, two piece chemical splash suit; chemical resistant hood and apron; disposable chemical resistant coveralls)

Coveralls\*

Gloves (outer) chemical-resistant

Gloves (inner) chemical-resistant

Boots, steel toe and shank, chemical-resistant

Boots (outer) chemical-resistant (disposable)\*

Hard hat (face shield\*)

Escape mask\*

2-way radio communications (intrinsically safe)

4. LEVEL D

Coveralls; Gloves Boots/shoes, safety or chemical-resistant steel toe and shank; Boots (outer) chemical-resistant disposable\*; Safety glasses or chemical splash goggles\*; Hard hat (face shield)\*; Escape mask\*

\* Optional at the discretion of the OSC or RPM.

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ATTACHMENT 9

DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATIONS FOR REGION 6

Please see the applicable Wage Determinations listed below at [www.dol.gov](http://www.dol.gov).

<b>Wage Determination No. Date</b>	<b>Revision</b>
--------------------------------------------	-----------------

2005-2033	
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1	
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9/12/06	
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2005-2035	
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2	
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9/19/06	
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2005-2037	
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2	
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9/27/06	
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2005-2231	
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1	
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9/05/06	
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2005-2233	
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1	
---	--

8/25/06	
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2005-2361	
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1	
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9/20/06	
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2005-2431	
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1	
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8/28/06	
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2005-2433	
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1	
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9/12/06	
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<b>2005-2495</b>	
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<b>2</b>	
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<b>10/2/06</b>	
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2005-2505  
1  
9/20/06  
2005-2507  
1  
9/12/06  
2005-2509  
1  
9/01/06  
2005-2511  
1  
9/20/06  
2005-2513  
1  
9/01/06  
2005-2515  
1  
8/30/06  
2005-2517  
1  
9/01/06  
2005-2519  
1  
9/21/06  
2005-2521  
1  
9/07/06  
2005-2523  
1  
9/20/06  
2005-2525  
1  
9/07/06



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For the wage determination below, please see the separate file entitled Wage Determination 1996-0223

Wage		
Determination No.	Revision	
Date		

1996-0223

20

5/24/06

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ATTACHMENT 10

CONFLICT OF INTEREST PLAN

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ATTACHMENT 11

ANNUAL ALLOCATION REPORTING INSTRUCTIONS

**INSTRUCTIONS FOR  
PERFORMING  
THE ANNUAL ALLOCATION  
OF NON-SITE-SPECIFIC COSTS**

## Program Costing Staff Office of Financial Management

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# **SECTION I**

## **INTRODUCTION**

## OVERVIEW

Two appropriations: CERCLA as amended by SARA (Superfund program) and OPA (Oil Pollution Act) authorize the U.S. Government to recover all response costs associated with cleaning up hazardous waste sites and oil spills. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to the total of all sites with and without Superfund site spill identifier numbers (SSIDs) or OPA incident specific site I.D.s and program-wide non-site activities. This effort is called Annual Allocation. The resulting allocation will yield ratios between the total site specific portion for the superfund and oil sites. This ratio will be applied to all Superfund and OPA sites through the EPA cost recovery process. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program Costing Staff (PCS) of the Office of Financial Management. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCS for guidance.

## DEFINITIONS OF TERMS

Capital Equipment - EPA purchased equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole. May be split or wholly funded through the Superfund, OPA or other appropriation.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular Superfund locations at which a Site/Spill Identifier (SSID) or OPA identifier has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs. The "ZZ" site identifier is found in the second two digits of the site project field (positions 29 and 30) of the 41 digit EPA accounting code.

Program-wide non-site activities - usually identified with a "00" site identifier. Costs incurred for activities which support the overall Superfund or OPA program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include databases developed for use by the Superfund program, training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund or OPA issues.

Project Management - Program management type oversight costs for one or a number of sites within a multi-site work assignment. Multi-site project management costs should be allocated proportionately to the sites charged under the work assignment using a separate column and a backup schedule supporting the allocation of each work assignment (Schedule E). Such costs should be charged to the "00" site account at time of invoicing - if assigned to the "ZZ" account, they should be reassigned to the "00" account at the time of invoicing..

Site-support non-site activities - Usually identified with a "00" site identifier. Costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier (Superfund term) or Incident Specific Site (OPA term) - specific two character alpha-numeric designation for each Superfund or OPA site within a region. The SSID or incident-specific number is in the site project field (positions 27-30) of the IFMS 41 digit accounting code. (Note that for Oil sites prior to FY98, the site ID was in the Org code field (pos. 11-17). Attached to the Annual Allocation Instructions is the Accounting code structure and Oil Pollution Accounting Structure memo. This number is used to track all costs incurred on the site.

Start-up Costs - also called mobilization costs-- cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the second two digits in the site project field (positions 29-30) of the EPA 41 digit account number.

## GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program Costing Staff (PCS) of the Office of Financial Management (OFM). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30. Indirect and other rate adjustments for prior years paid in this fiscal year should also be submitted with explanation of this fact. If these prior year costs are deemed material by PCS, the annual allocation report methodology would be modified to recover these costs only to the benefitting sites.

The Contractor shall provide PCS within 120 days after the end of the fiscal year the total amount of each invoice paid for the annual allocation period, separating Superfund, OPA and other non-Superfund costs. PCS will reconcile this payment history against the Agency's contract payment system and a letter confirming the total amount paid for the annual allocation period will be sent to the contractor. The contractor should provide an allocation report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The format the contractor may elect to combine all costs for all prior years not already submitted separately on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

### Draft and Final Reports

The contractor shall submit the draft reports to PCS 60 days after receipt of notification of the total amount paid. PCS has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCS will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCS 30 days after revision is requested by EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately

reflects the costs distributed to the total site amount and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Master Allocation report on a computer disk or electronically through EMAIL in a Lotus format. [PCS has a lotus format available for use by the contractor with all formulas.]

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund, OPA and other non-Superfund appropriations
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)
  - Schedule of Work Assignment Management costs (Attachment E)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, work assignment management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by PCS..

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoiced and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments, award fees. If the amount of such payments are material as determined by PCS, the contractor should prepare a separate allocation schedule spreading the costs over the benefitting sites and incorporating them on the annual allocation report.



## **SECTION II**

# **ANNUAL ALLOCATION OF NON-SITE COSTS**

## **ANNUAL ALLOCATION PROCESS**

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. On the Statement of Methodology describe which costs were not included on the contract.

The allocation package submitted by the contractor should provide the information shown on the Master Allocation Schedule (Attachment A) along with the supporting documentation in Attachments B, C, D and E. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A (Master Allocation Schedule) is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc. Other supporting documentation is not generally requested but may be required by PCS to support the annual allocation report. Some examples include voucher payment support info if there is a reconciliation difference or a work assignment document with site ID name reference if a site name does not match the EPA listing.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, D and E.

### ***Step 1 - Reconciliation of Amount Paid***

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents both Superfund and OPA monies and other appropriations. The contractor should provide paid amounts from their records separating Superfund from OPA from other appropriations. For this step, assume the contractor provides a paid amount of \$380,000: a Superfund portion of \$280,000 and an OPA portion of 95,000 and other appropriation amount of 5,000. An example of the reconciliation is shown below:

SMITH & VAN PELT      START      68-W5-0032      FY1996 CORP      REGION 1&2						
Total      OPA      SUPERFUND						
INV #	PERIOD OF PERFORMANCE	PAID Amount	PAID AMOUNT	AMOUNT	APPROPR.	PAID
11	10/1/95-10/30/95					
12	11/1/95-11/31/95	\$31,000	1,000	30000	0	01/15/96
13	12/1/95-12/31/95	\$29,000	5000	24,000	0	02/15/96
14	1/1/96-1/31/96					
15	2/1/96-2/28/96	\$26,400	2,000	24,000	400	04/15/96
16	3/1/96-3/31/96	\$17,000	5000	12,000	0	05/15/96
17	4/1/96-4/30/96					
18	5/1/96-5/31/96	\$24,200	3,000	21,000	200	07/15/96
19	6/1/96-6/30/96	\$31,500	11,000	20,000	500	08/15/96

20	7/1/96-7/31/96					
21	8/1/96-8/31/96	\$25,700	10,000	15,000	700	10/15/96
22	9/1/96-9/30/96	\$27,800	10,000	17,000	800	10/15/96
23	* 10/1/94-9/30/95					
27	* 10/1/95-9/30/96	\$44,500	17,000	27000	500	01/15/97
		380000	95000	280000	5000	

\*(Indir. Rate adj)

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year except for invoice 23. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #27 if these costs have been billed and paid with approximately 120 days after the end of the fiscal year. When prior year indirect rate adjustments were unable to be processed within that time, they may be recovered in the following year. Invoice #23 represents indirect rate adjustments for the prior year. Since these adjustments are not over 5 % of the total amount paid, PCS had determined that these prior year costs can be recovered in this year's annual allocation report without requiring a special allocation to just those sites included under the indirect rate adjustment. (In most cases the same sites would be included in both the prior and current year's reports.)

The second important piece of information is the paid amount. The contractor amounts show \$380,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the total amount **paid** for work performed, not the amount **billed**. Third, note the breakout of Superfund, OPA and other appropriation dollars since PCS is recovering the superfund non-site monies and OPA non-site monies separately if applicable. The Attachment A shows \$280,000 as the Superfund subtotal, 95,000 as the OPA subtotal, 5,000 for other appropriations.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor

if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund (and OPA) amount paid. The contractor then has 60 days to complete the annual allocation report.

### ***Step 2 - Identification of Site-Specific Costs -- Superfund and OPA sites***

The next step in the annual allocation process is the conglomeration of the total site-specific costs paid for work performed during the fiscal year for both Superfund and OPA sites with and without SSIDs. Separate the site amounts for the two appropriations into separate sections on the Attachment A. Please note that OPA sites have a "Z" in front of the Region identifier: i.e. "Z345" is the North Fork Oil site in Region 3. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This total will be entered on *Attachment A, Master Allocation Schedule* (lines 1 and 2 - "Total Superfund sites with and without SSIDs" or line 3 and 4 "OPA incident specific sites"). A detailed breakout of amounts paid on each operable unit within a Superfund site should also be included, if the operable unit did not have its own SSID.

CATEGORY OF COSTS PAID	SMITH & VAN PELT	CONTRACT #68-W 5-0032	C	D	ATTACHMENT A					TOTAL Allocated Amounts
					E REGIONAL PROGRAM Management STEP 10	F ASSIGNMENT Management STEP 10	G Start-Up Costs STEP 11	H Costs STEP 12	I Costs STEP 13	
RI	15,000	1,000	16,000	1,270	1,528	3,524	360	2,535	6,928	16,146
IA	25,000	1,000	26,000				493	3,469	9,480	17,989
SUB TOTAL REGION 1	40,000	2,000	42,000	3,333	4,012	3,524	853	6,004	16,408	34,135
NJ	33,000		33,000	2,619	1,744	7,269	720	5,069	12,666	30,087
NJ	22,000		22,000	1,746	1,162		402	2,829	7,069	13,208
SUB TOTAL REGION 2	55,000	0	55,000	4,365	2,906	7,269	1,122	7,898		
		2,000	97,000	7,698	6,918	10,794	1,974	13,902	36,144	77,430

	RI	8,000	(2,000)	6,000	476	573	114	801	2,188	4,151
	NJ	3,000			238	159	55	386	964	1,801
			(2,000)	9,000	714	732		1,186	3,152	5,952
			0	106,000	8,413	7,649				83,382
	W&S LAUNDRY	10,000		10,000	794	955	189	1,334	3,646	6,919
	CT	30,000		30,000	2,381		568	4,003	10,939	20,757
	SUB TOTAL REGION 1	40,000		40,000	3,175	3,821	758	5,337	14,585	27,676
	NY	20,000		20,000	1,587	1,057	365	2,572	6,426	12,007
	NJ	35,000		35,000	2,778	1,849	639	4,500	11,246	21,012
	SUB TOTAL REGION 2	55,000		55,000	4,365	2,906	1,004	7,072	17,672	33,020
				95,000	7,540	6,727	0		32,258	60,695

		0	201,000	15,952	14,376	10,794	3,905	27,497	71,553	144,077
	25,000		25,000	(25,000)						0
Region 1			10,000	794	(10,794)					0
Region 2	7,000		7,000	556	(7,556)					
	10,000		10,000	794		(10,794)				0
	0		5,000	397			(5,397)			0
	45,000							(38,000)		0
Region 1			25,000	1,984	2,388		474	3,336	(33,182)	0
Region 2	30,000		30,000	2,381	1,585		548	3,857		
				1,746				2,697		
	375,000		373,000	(397)	0	(0)	(87)	(613)	(0)	148,903
				397				613		



	=	=	=	=	=	=	=	=	=
--	---	---	---	---	---	---	---	---	---

### ***Step 3 - Identification of Non-Site Costs***

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

1) Program Management- contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories -Regional Program Management and Contract-wide or National Program Management.

Work Assignment Project management - Program management costs included on multi-site work assignments that benefit any sites under the work assignment. Such costs are allocated on Schedule E (one schedule for each work assignment) and entered in the work assignment column. This allocation is similar to regional program management but the program management is allocated to sites under that work assignment instead of that region. The example below is a work assignment that has two sites - in separate regions. Site 0101 Pocillo has \$16,000 in site costs, site 02B3 Caldwell Trucking has \$33,000 in site costs, their percentage of the total site dollars is shown as the basis for the allocation of \$10,789 of work assignment project management costs of \$10,000 with its loaded program management of \$789 from the Attachment A, Line 4A, columns C and D.

Program Management costs will be entered onto Attachment A in Step 4. If separate OPA program management is funded under the contract, place the Superfund program management in lines 3, 4 and 5 and OPA program management in lines 10, 11 and 12.

ATTACHMENT E				
SMITH AND VAN PELT				
CONTRACT NUMBER 68-W5-0032				
FY 1996				
WORK ASSIGNMENT				
		ALLOCATION		
<u>REGION</u>	<u>SITE</u>	<u>COSTS</u>	<u>PERCENT</u>	<u>W/ASSIGN.</u>
1	1	160000	.333522	.9388
2	B3	330000	.677266	.0612
TOTAL		490000	1.1078	

The following costs have been identified as Superfund costs in the example because no OPA contracts have yet been

given these types of costs (as of 4/98). However, if OPA funded activities of this nature are included on the contract, place them below the site specific costs and program management costs similar to the Superfund costs:

2) Start-up Costs (Also called mobilization costs) Activities incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 5.

3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 6.

4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:

Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or

Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 7.

5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund or OPA (non-recoverable appropriations); e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-CERCLA or OPA fund costs are not included in the allocation example.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered

on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

#### Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities (similar activities may occur under OPA):

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Attendance at a General Superfund Environmental Conference

- CERCLA Title III evaluations
- Regional Database development

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity. Generally, the costs of the annual allocation report are site allocable or can be included in program management unless there are significant program wide activities.

#### **Step 4- Program Management Costs**

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 3, the amount of program management costs were identified. Depending on the area of coverage, there may only be one category of program management. For Zone or national contracts, there may be two categories – regional and national program management. Enter the amount of national program management, or contract program management identified in Step 3 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management by region, on Attachment A, Line 4, Columns A and C. Note: Multi-site project management should be included on attachment A after National or Regional PM and the allocation should be shown on a separate schedule for each work assignment. Work Assignment Management should be invoiced to the program management account “00” monthly - see invoicing guidance and clause. Multi-site project management costs should be allocated to sites - not left in the obligating account - contact PCS or the RTP Financial Management Center for further information.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

### ***Step 5 - Start-Up Costs***

**Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.**

Start-up costs consist of the cost of non-site specific efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period rather than just the reporting period. These activities may be designated under a "mobilization" work assignment or just be charged to the program management work assignment. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management only under the superfund appropriation but if there is OPA start-up costs they are treated the same - requiring the schedule B to include OPA costs.

Any start-up costs incurred during this annual allocation period were identified in Step 3. In Step 5, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Superfund Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.

C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.

D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCS recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.

E) Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.

F) Total Amount to be Allocated This Annual Allocation Report - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1995. During FY 1995 the contractor incurred and was paid for \$25,000 (all Superfund, no OPA) of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1995 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. In the current year, FY 1996, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1995. This amortized portion is entered on Attachment A, Line 5, Column C.



NAME OF CONTRACTOR: Smith & Van Pelt Corp					
		FY	Number of Years Over	Amount to be	Year of Amount
Start-Up Costs Incurred Which to be Allocated Allocated Allocation Remain					
	25.000	019955	55.000	2nd	20,000
	01996			N/A	0
TOTAL AMOUNT TO BE ALLOCATED					
THIS ANNUAL REPORT:			5,000		
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:					20,000

## ***Step 6 - Equipment***

**Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.**

Cost-reimbursed EPA owned equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. Most new contracts do not have this type of cost but may have been provided used EPA equipment that was transferred into the contract in which case, the remaining life from the previous contract should be depreciated if possible - contact PCS for more information. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a Superfund or OPA site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule. Site-specific capital equipment originally charged to the "00" program management site account can be recovered site specifically through the annual allocation process by adding a column to the spreadsheet and allocating the site specific equipment to the benefitting site (not shown on the example).

Any new capital equipment costs incurred during this annual allocation period were identified in Step 3. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods - including prior contracts.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) Date Charged to Contract - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.

C) Capital Equipment - enter the name of each capital equipment item.

D) Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.

E) Useful Life - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.

F) Beginning Balance - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.

G) Depreciation Amount - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.

H) Ending Balance - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.

I) Total Amount to be Allocated in this Annual Allocation Report - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1995. The current annual allocation period is for FY 1996. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1995. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1997 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1997 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

	STEP 6	ATTACHMENT C			
		COST-REIMBURSED EQUIPMENT COSTS TO BE ALLOCATED			
		Fiscal Year 1996			
	CONTRACT NO.				
	NAME OF CONTRACTOR:				
Date Charged		Useful			
to Contract	Capital	Purchase	Life in	Beginning	Depreciation
(month/year)	Equipment	Price	Years	Balance	Amount
					Ending
					Balance
**Jan '94	Gas Chromatograph	80,000	548,000	16,000	32,000
(TRANSFERRED TO CURRENT CONTRACT 11/95)					
Oct '94	Mobile Laboratory	49,000	742,000	7,000	35,000
Nov. '95	Tractor	45,000	345,000	15,000	30,000
TOTAL AMOUNT TO BE ALLOCATED THIS REPORT: 38,000					
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS: 97,000					
**TRACED FROM PRIOR CONTRACT- RECOVERING REMAINING VALUE OF ASSET.					

### ***Step 7 - Non-Site Activities***

**Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.**

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund or OPA program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 3, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.

B) Determination of Allocability - enter the allocability determination for each identified activity as either site-support or program-wide.

C) Area of Applicability - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 Superfund sites, all Region 1 sites (including OPA), or not allocable. For region specific contracts, all sites would be entered for site-support costs.

D) Description of Activity - enter the description of the non-site activity. The description should provide for a complete description of the activity and if applicable to both Superfund and OPA .

E) Amount of Activity - enter the amount of the non-site activity.

F) Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7 (Superfund), Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8,(Superfund) Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of Superfund site-support costs. These Superfund site-support costs are further broken down into regional activities, \$25,000 of Region 1 superfund site-support activity and \$30,000 of Region 2 Superfund site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C. Note: if there are OPA or Superfund activities that only benefit the same appropriation 's sites, allocate these activities to these sites only and create either a back up schedule or add another column to show this allocation.



<b>STEP 8 Attachment D</b>					
Schedule of Non-Site Activities - FY 1989					
=====					
Determination of Alldity		Activity Description	Dollar Amt.		
-----					
site-support	Region 1 Sites	Worker safety training for regional personnel	25,000		
				=====	
				SUBTOTAL REGION 1 SITES	25,000
site-support	Region 2 Sites	Worker safety training for regional personnel	28,000		
site-support	Region 2 Sites	NPL training	2,000		
				=====	
				SUBTOTAL REGION 2 SITES	30,000
				=====	
				TOTAL ALLOCABLE ACTIVITIES	55,000
program-wide					
program-wide	Not allocable	Training of first responders	10,000		
	Not allocable	Review State agency safety requirements	12,000		
				=====	
				TOTAL NON-ALLOCABLE ACTIVITIES	22,000

### ***Step 8 - Non-Superfund /Non-OPA Costs***

Certain Superfund response action contractors may perform efforts other than Superfund or OPA activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund non-OPA monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

### ***Step 9 - Summary of Amounts***

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1, unless there are non-Superfund and non OPA costs equaling less than 5% of the contract. Otherwise, if it does not, please re-check your figures. In the Attachment A example, this amount equals \$380,000.

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

## ***Step 10 - Allocation of Program Management Costs***

Program management costs are allocated to the total of all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts, if over 5% of the contract. The allocation should be based upon a method which equitably reflects the benefits provided by the program management. Again note that multi-site project management should be allocated to sites in a separate column on the Attachment A after Regional PM with Attachment E as support.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and work assignment Program Management. All contracts may not have all types of program management (contract-wide, regional or work assignment management), but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Both Superfund and OPA funded program management should generally be combined into one cost pool and allocated to all sites (as shown in the example Attachment A). Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to the Total of sites with and without SSIDs. The allocation to program-wide activities is performed in the same manner. Using the EPA provided Lotus or Excel spreadsheet, once the contractor fills in columns A and B, the whole spreadsheet should automatically calculate the amounts since the formulas are embedded. Just copy the formulas for the additional sites and activities. However, if necessary, a contractor can create the spreadsheet from scratch. The following pages provide the formula calculations.

### Program Management Allocation

*Formula:*

$$\frac{\text{Program Management Amount} \times \text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

$$\$25,000 \times \frac{\$16,000}{315,000} = \$1270$$

315,000

Allocation of Costs:

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column A. This is the amount to be allocated.

The site or activity amount, in this example the Pocillo site, equals \$16,000- the amount shown in Attachment A, Column C.

The allocation cost base of \$315,000 (the total shown in Column C of \$378,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1270 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all sites and activities. A credit to the Program Management amount in the amount of \$25,000 will appear on Attachment A, Line 2, Column D.

### Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to the regional site total line and activities in that region.

### Regional Program Management Allocation

*Formula:*

$$\frac{\text{Regional Program Management Amount}}{\text{Total Regional Cost Base}} \times \text{Allocable Share}$$

Allocation of Costs:

$$\frac{\$10,794}{121,968} \times 17,270 = \$1,528$$

In the example shown above, the Region 1 Program Management amount of \$10,794 represents the sum of the Regional Program Management identified on Attachment A, Line 3, Column A of \$10,000 plus the \$794 allocable share of Program Management costs identified in Column B.

The site or activity total amount, in this case the Region 1 total site amount, equals \$17,270. The amount includes the \$16,000 shown on Attachment A, Column A plus the allocable share of Program Management costs of \$1270.

The total regional cost base of \$121,968 represents the sum of total site amounts (with and without SSID)  $(42,000+3333)+(6,000+476)$  in Region 1, including any previous allocations of costs (Program Management Costs) plus any Region 1 specific non-site activity costs  $(25,000+1984)$  and OPA costs  $(40,000+3,175)$ . If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. Repeat this calculation for non-site activity lines if necessary. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line. In this example for site 0101 the allocable regional program mgt. of \$1,528 is placed in column E, line 1.

Multi-site project management is allocated proportionally to the sites under that work assignment, just as regional and national program management and placed in column F.

### ***Step 11 - Allocation of Start-up Costs***

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to the total site line, equipment and non-site activities lines which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

#### Start-up Cost Allocation

*Formula:*

$$\text{stackalign} \left\{ \frac{\text{Start-up Cost} \times \text{Amount}}{\text{Allocation Cost Base}} \right\} \times \left\{ \frac{\text{Site or Activity Amount}}{\text{Total Site Amount}} \right\}$$
$$\$5,397 \times \left\{ \frac{\$22,322}{\$334,603} \right\} = \$360$$

Allocation of Costs:

In the example shown above, the start-up cost amount of \$5,397 represents the sum of Columns C and D of Line 5 (\$5,000 and \$397, respectively). The total site amount, in this example the total site amount for site 0101 in Region 1, equals \$22,322 - the sum of the amounts shown in Columns C, D and E and F of Line 1 (\$16,000, \$1,270, \$1,528, and \$3524). The Total Cost Base is \$ \$334,603 which



represents all costs from Column C, Line 11 of \$ (\$378,000) because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,397 and equipment of \$38,000. The allocable share of \$360 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

## ***Step 12 - Allocation of Capital Equipment Costs***

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

### Capital Equipment Cost Allocation

*Formula:*

$$\text{stackalign} \left\{ \begin{array}{l} \text{Capital Equipment Cost Amount} \\ \text{Total Cost Base} \end{array} \right\} \times \left\{ \begin{array}{l} \text{Site or Activity Amount} \\ \text{Total Cost Base} \end{array} \right\} \text{ over } \left\{ \begin{array}{l} \text{Total Cost Base} \\ \text{Total Cost Base} \end{array} \right\}$$

Allocation of Costs:

$$\$38,000 \times \left\{ \begin{array}{l} \$22,682 \\ \$340,000 \end{array} \right\} \text{ over } \left\{ \begin{array}{l} \$340,000 \\ \$340,000 \end{array} \right\} = \$2,535$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, F and G (\$38,000, \$0, \$0, \$0 and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$22,682 - the sum of the amounts shown in Columns C, D, E, F and G (\$16,000, \$1,270, \$1528, \$3,524 and \$360, respectively). The Total Cost Base amount equals \$340,000 and represents all costs of \$378,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$2,535 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column H on the corresponding line.

### ***Step 13 - Allocation of Site-Support Costs***

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs which benefit both Superfund and OPA sites. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract and may only benefit Superfund/ or OPA sites. The allocation of site-support costs is shown below:

#### Site-Support Cost Allocation

*Formula:*

$$\text{Site-Support Cost Amount} \times \frac{\text{Regional Site Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$33,182 \times \frac{\$25,217}{\$120,781} = \$6,928$$

In the example shown above, the Region 1 site-support cost amount of \$33,182 represents the sum of the Site-Support line item, Columns C, D, E, F, G and H (\$25,000, \$1,984, \$2,388, \$0 , \$474 and \$3,336 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$25,217 - the sum of the amounts shown in Columns C, D, E, F, G and H (\$16,000, \$1,270, \$1,528, \$3524, \$360 and \$2,535 respectively).

The Total Regional Cost Amount is \$120,781 and represents all Region 1 site costs - sites with EPA SSIDs (\$ 59,726for the 2 sites) and Pre-SSID costs (\$7,964) and OPA sites (\$53,091), including any allocations incorporated in Columns D, E, F, G and H. The allocable share of \$6,928 for site 0101 is entered on Attachment A, Line 1, Column I for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column I on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

### ***Step 14 - Completion of Master Allocation Schedule***

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, H and I for each site and activity and entering the sum in Column J. These amounts represent each site's and activity's total share of allocated costs. The Column J site totals are used by EPA to calculate the Annual allocation rate(s) for this contract which are entered into EPA's cost recovery system, SCORPIOS.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

The contractor shall submit the Master Allocation Schedule report via email using Lotus 1-2-3, Excel or ASCII format. (Note: PCS can provide a Lotus 1-2-3 or Excel disk with all formulas for the Master Allocation Schedule and backup schedules. Our website: <http://www.epa.gov/ocfo/finstatement/finstatement.htm> has the spreadsheets and instructions.) Or you may contact our office at 202-564-4984 OR EMAIL US AT VANPELT.TINA@EPAMAIL.EPA.GOV.) One hard copy of the report should be provided with original signatures if signatures cannot be provided in the internet version of the certification letter.







ATTACHMENT 12

ENVIRONMENTALLY PREFERABLE PRACTICES

## ENVIRONMENTALLY PREFERABLE PRACTICES

1. Guidance on "green" buildings construction as well as operations and maintenance can be obtained at the following addresses: <http://www.epa.gov/greenbuilding/> and <http://www.wbdg.org>
  2. Guidance on making both your business and your vehicle fleets "greener" is attached in Exhibit 1 of this attachment.
  3. Guidance on utilizing "green" accommodations while on travel status can be obtained at the following address:  
[http://www.epa.gov/opptintr/greenmeetings/current\\_init.htm#STANDARDS](http://www.epa.gov/opptintr/greenmeetings/current_init.htm#STANDARDS)
  4. Guidance on planning "green" meetings can be obtained at the following address:  
<http://www.epa.gov/oppt/greenmeetings/tool.htm>
  5. Guidance on pollution prevention in the workplace can be obtained at the following address: <http://www.epa.gov/p2/aboutp2/business.htm>
  6. Guidance on improving the environmental performance of your business by developing an environmental management system can be obtained at the following address: [www.epa.gov/ems](http://www.epa.gov/ems)
- Information on how to get public recognition for meeting your business's EMS targets and having an exemplary EMS can be obtained at: [www.epa.gov/performance-track/](http://www.epa.gov/performance-track/)
7. Guidance on electronics procurement, reuse, and recycling can be obtained at the following addresses: [www.federalelectronicchallenge.net](http://www.federalelectronicchallenge.net)  
<http://www.epa.gov/wastewise/pubs/wwupda14.pdf> and  
<http://www.epa.gov/reg3wcmd/pdf/pcrecycling601.pdf>

8. Guidance on doing Environmentally Preferable Purchasing can be reached at the following address: <http://www.epa.gov/epp/> and, more specifically, <http://www.epa.gov/oppt/epp/products.htm>

Guidance on complying with the "buy recycled" Comprehensive Procurements Guidelines or CPG for Federal Facilities and any entity (e.g. federal contractors) which uses Federal Funds to purchase the designated products can be found at [www.epa.gov/cpg](http://www.epa.gov/cpg). A list of products which must be purchased with recycled content in order to comply with the CPG, along with a list of product vendors can be found at <http://www.epa.gov/cpg/database.htm>.

9. Information on how to get technical assistance for and public recognition of your businesses's efforts to reduce your energy use and waste generation can be obtained at the following addresses:  
[www.epa.gov/energystar](http://www.epa.gov/energystar)  
[www.epa.gov/wastewise](http://www.epa.gov/wastewise)

#### PREPARING THE ANNUAL REPORT

For all of those items checked on the cover page of the report, please provide statistics and details on a separate page (not to exceed 10 pages total). For example, 500 hotel reservations were made over the past period of performance and a total of 300 of those reservations were made at four (4) hotels that are involved in environmentally conscious programs.

For all of those items not checked on the cover page, please provide a justification.

Please address any steps your company has taken in the last year to improve its environmental performance. For example, a recent membership in an environmentally conscious group, any environmental awards, etc.

The contractor shall use the following page as the cover page of their report.

## ENVIRONMENTAL REPORT

\_\_\_\_\_(contractor's name) has utilized environmentally preferable practices from 1 October \_\_\_\_ to 30 September \_\_\_\_ as follows (check all that apply):

\_\_\_\_\_ Utilized environmentally conscious hotels. Reservations at these hotels have been made after confirming that the hotel is involved in an environmentally-conscious program, which may include those programs listed at the address referenced at number 3 above, and/or, meets a majority of the items listed in any of the environmentally conscious guidelines/checklists provided by those programs.

\_\_\_\_\_ Utilized methods to ensure the buildings are energy and water efficient and offer employees good indoor environmental quality by utilizing information listed on the website referenced in number 1 above.

\_\_\_\_\_ Utilized methods to ensure that office products/machines purchased for use under this contract are environmentally preferable. See EPA's Green Criteria for Office Supplies to see how we define "green" for various office supplies by going to [www.epasupplies.com](http://www.epasupplies.com), then clicking on EPA Overview, Green Office Supplies at EPA.

\_\_\_\_\_ Utilized methods to ensure that environmentally preferable products and services are procured. Guidance can be found at the websites listed in number 8 above.

\_\_\_\_\_ Utilized methods to "green" fleet acquisition and maintenance. See Exhibit 1.

\_\_\_\_\_ Utilized methods to ensure that unusable computer equipment is recycled in an environmentally responsible manner. See number 7 above.

\_\_\_\_\_ Utilized methods to reduce the amount of pollution emitted by the organization. See the website referenced in number 5 above.

\_\_\_\_\_ Other actions

\_\_\_\_\_ List all citations, warnings, judgements, fines issued by any Federal, State, or local authority for violations of any environmental law, regulation, ordinance, or code and briefly describe what action your company has taken or plans to take to come into compliance.

**EXHIBIT 1**  
**QUICK TIPS ON HOW TO GREEN**  
**FLEET ACQUISITION AND MAINTENANCE**

**FLEET ACQUISITION TIPS**

- ★ Review the Federal Express/Environmental Defense partnership which has resulted in the development of a hybrid delivery truck. 20 prototypes will be on the street this fall, and 100 for 2004. They are looking for other partners to test these trucks out.  
Contact: Tom Murray or Bashar Zeitoun, Environmental Defense  
Email: [tmurray@environmentaldefense.org](mailto:tmurray@environmentaldefense.org), [bzeitoun@environmentaldefense.org](mailto:bzeitoun@environmentaldefense.org)  
Website:  
  
<<http://www.environmentaldefense.org/system/templates/page/subissue.cfm?subissue=18>>
- ★ Join the Hybrid Truck Users Forum (HTUF). This group, coordinated by CalStart, and funded largely by DOE, is a collective group of fleet managers from the private and public sector working together to create hybrid trucks that meet their performance and cost demands and reduce impact on the environment.  
Website: <<http://www.calstart.org/programs/htuf/index.php?p=programs>.>
- ★ Learn about the use of hybrid vehicles in fleets. The Center for a New American Dream, in conjunction with U.S. Communities/National Association of Counties, is developing a national solicitation for the cooperative purchase of hybrid electric sedans and SUV's in public (local and state government) fleets. The Center also will be investigating applications for HEV's in private fleets. Website features a growing body of information on HEV's.

Contact: Naomi Friedman  
Phone: 301-891-3683  
Email: [naomi@newdream.org](mailto:naomi@newdream.org)  
Website: <[www.newdream.org](http://www.newdream.org)>

- ★ Look at Greenseal's Green Fleets Manual for a comprehensive set of tips to consider. Contact: Mark Petruzzi  
Phone: 202-872-6400  
Email: [mpetruzzi@greenseal.org](mailto:mpetruzzi@greenseal.org)  
Website: <[www.greenseal.org](http://www.greenseal.org)>

- ★ Join EPA's SmartWay Transport Partnership and get free technical assistance and national recognition for employing more fuel efficient, cleaner vehicles and transportation practices.  
Contact: Cheryl Bynum at EPA  
Phone: 734-214-4844  
Email: [Bynum.cheryl@epa.gov](mailto:Bynum.cheryl@epa.gov)  
Website: <[www.epa.gov/smartway/transport](http://www.epa.gov/smartway/transport)>

- ★ Seek out fleet vehicles which do not contain mercury or work with vehicle manufacturers who have a mercury recycling program in place at the end of the vehicle's life. (Add to your Statement of Work for Fleet purchases).  
Website: <<http://www.informinc.org/p020306h.k.carbid10-01.pdf>> to see the State of Minnesota's contract in which this was done.

- ★ Seek out fleet vehicles which have low PVC content. (Add to your Statement of Work for Fleet purchases).  
Website: <<http://www.informinc.org/p020306h.k.carbid10-01.pdf>> to see the State of Minnesota's contract in which this was done.



- ★ For fleets that operate locally, look into electric vehicles or alternative fueled vehicles such as CNG or LNG.  
Contact: Shabnam Fardanesh, Regulatory Manager, EPAct Federal Fleet Activities, Office of FreedomCAR and Vehicle Technologies, DOE.  
Phone: (202) 586-7011  
Email: shabnam.fardanesh@ee.doe.gov  
Website: <[www.ott.doe.gov/epact/fed\\_fleet\\_prog.shtml](http://www.ott.doe.gov/epact/fed_fleet_prog.shtml)>
- ★ Contact DOE's CleanCities Program to find out more about building Alternative Fueled Vehicles (AFV) fleets and fuel infrastructure.  
Contact: Shelley Launey, Clean Cities Program Director  
Phone: (202) 586-1573  
Email: shelly.launey@ee.doe.gov  
Website: <http://www.ccities.doe.gov/>

#### **FLEET MAINTENANCE TIPS**

- ★ Look at Greenseal's Green Fleet Maintenance Standard for fleet maintenance tips.  
Contact: Mark Petruzzi  
Phone: 202-872-6400  
Email: [mpetruzzi@greenseal.org](mailto:mpetruzzi@greenseal.org)  
Website: <<http://www.greenseal.org/standards/fleetvehiclemaint.htm>>
- ★ Use rerefined oil in your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.  
Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program  
Phone: 703-308-0199  
Email: [nogas.sue@epa.gov](mailto:nogas.sue@epa.gov)  
Website: <[http://www.ergweb2.com/cpg/user/cpg\\_search.cfm](http://www.ergweb2.com/cpg/user/cpg_search.cfm)> to find vendors who

sell rerefined oil.

★ Use retread tires on your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program

Phone: 703-308-0199

Email: [nogas.sue@epa.gov](mailto:nogas.sue@epa.gov)

Website: <[http://www.ergweb2.com/cpg/user/cpg\\_search.cfm](http://www.ergweb2.com/cpg/user/cpg_search.cfm)> to find vendors who sell retread tires.

★ Buy engine coolant containing recycled content and recycle your engine coolant per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program

Phone: 703-308-0199

Email: [nogas.sue@epa.gov](mailto:nogas.sue@epa.gov)

Website: <<http://www.epa.gov/cpg>>

★ Recycle all solvents, aqueous parts washers, used oil (preferably to a re-refiner), and shop rags.

Contact: Used oil -- Michael Svizzero, EPA, (703)308-0046, Solvents and rags -- Kathy Blanton, EPA, (703) 605-0761

Phone: See above

Email: [svizzero.michael@epa.gov](mailto:svizzero.michael@epa.gov), [blanton.kathy@epa.gov](mailto:blanton.kathy@epa.gov)

★ Use Best Practices to Reduce Pollution and Save Money. EPA Region 9 published a Series of fact sheets and a video on Best Environmental Practices for Fleet Maintenance entitled "The Pollution Prevention Toolkit". Best practices include: Aqueous Parts Cleaning, Oil Life Extension, Reuseable Oil Filters, Floor Cleanup, Oil/Water Separator Operation and Maintenance, and antifreeze recycling. Fact sheets and a video can be obtained by calling (800) 490-9198 and asking for "The Pollution Prevention Toolkit: Best

Environmental Practices for Fleet Maintenance" EPA publication number EPA-909-E-99-002 for the fact sheets and EPA-909-V-99-002 for the accompanying video.

Contact: Leif Magnuson

Phone Number: (415) 972-3286

Email: [magnuson.leif@epa.gov](mailto:magnuson.leif@epa.gov)

Website: [www.epa.gov/region09/p2/autofleet](http://www.epa.gov/region09/p2/autofleet)

### **ALTERNATIVE FUELS TIPS**

★ For relevant truck categories, set a goal to get a certain percentage of your fleet to run on alternative fuel sources (CNG, Ethanol, Hybrids, etc.).

Contact: Shab Fardanesh, Regulatory Manager, EPAct Federal Fleet Activities, Office of FreedomCAR and Vehicle Technologies, DOE.

Phone: 202-586-7011

Email: [Shabnam.Fardanesh@EE.DOE.GOV](mailto:Shabnam.Fardanesh@EE.DOE.GOV)

Website: [www.ott.doe.gov/epact/fed\\_fleet\\_prog.shtml](http://www.ott.doe.gov/epact/fed_fleet_prog.shtml)

★ Use low sulfur diesel in relevant vehicles.

Contact: Jane Armstrong

Phone: 734-214-4471

Email: [armstrong.jane@epa.gov](mailto:armstrong.jane@epa.gov)

★ Use bio-diesel as a replacement or partial replacement for diesel per the Farm Bill Section 9002 requirements for federal agencies and their contractors.

Contact: Dana Arnold

Phone: 202-564-9319

Email: [arnold.dana@epa.gov](mailto:arnold.dana@epa.gov)

ATTACHMENT 13

PERSONNEL QUALIFICATIONS CHECKLIST

# **PERSONNEL QUALIFICATIONS CHECKLIST - RESPONSE MANAGER/T&D COORDINATOR QUALIFICATIONS**

Candidate:\_\_\_\_\_ Prime:\_\_\_\_\_ Team Sub:\_\_\_\_\_

POSITION	BS/BA	Associate Degree or 60 hrs college	CHMM
RM1	Degree: _____	Degree: or 60 hrs college credit	Certification #: _____ Expiration: _____
	<input type="checkbox"/> > 3 yrs of on-scene experience	<input type="checkbox"/> > 8 yrs of on-scene experience	<input type="checkbox"/> > 3 yrs of on-scene experience
	<input type="checkbox"/> Including 1 yr as RM	<input type="checkbox"/> Including 1 yr as RM	<input type="checkbox"/> Including 1 yr as RM
RM2	Degree: _____ _____	Degree: or 60 hrs college credit	Certification #: _____ Expiration: _____
	<input type="checkbox"/> > 6 yrs of on-scene experience	<input type="checkbox"/> > 12 yrs of on-scene experience	<input type="checkbox"/> > 7 yrs of on-scene experience
	<input type="checkbox"/> Including 3 yrs as RM	<input type="checkbox"/> Including 8 yrs as RM	<input type="checkbox"/> Including 4 yrs as RM
T&D Coordinator	Degree: _____ _____		Certification #: _____ Expiration: _____

\*Bachelors Degree or Associate Degree or 60 credit hours with a concentration in (at least 24 hrs) in physical, chemical, engineering, or construction management. Continuing education credits associated with the above subjects or hazardous material response are acceptable.

	<input type="checkbox"/> <u>&gt; 2 yrs of working knowledge/technical experience</u>		<input type="checkbox"/> <u>&gt; 3 yrs of on-scene experience</u>
--	--------------------------------------------------------------------------------------	--	-------------------------------------------------------------------

<u>ICS</u>	<input type="checkbox"/> <u>ICS 100-400</u>	<input type="checkbox"/> <u>IS 700</u>	<input type="checkbox"/> <u>IS 800</u>
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College: _____ Applicable courses:	Credit hours	Continuing Education Credits Courses:	Credit hours
<u>1)</u>		<u>1)</u>	
<u>2)</u>		<u>2)</u>	
<u>3)</u>		<u>3)</u>	
<u>4)</u>		<u>4)</u>	

<u>5)</u>		<u>5)</u>	
<u>6)</u>		<u>6)</u>	
<u>7)</u>		<u>7)</u>	
<u>8)</u>		<u>8)</u>	
<u>9)</u>		<u>9)</u>	
<u>10)</u>		<u>10)</u>	

**B.      Response Manager Qualifications - - Key Personnel**

(a)      Level I Response Manager:

\*Bachelors Degree or Associate Degree or 60 credit hours with a concentration (at least 24 hrs) in physical, chemical, engineering, or construction management. Continuing education credits associated with the above subjects or hazardous material response are acceptable.

1. A **Bachelors degree in a related field** such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . Three (3) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of required experience must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

**OR**

**Associates two-year degree or 60 hours college credit** with concentration in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university. Eight (8) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 8 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

**OR**

**Certified Hazardous Materials Manager (CHMM)** - Senior Level. Certificate and recertification documentation required. Three (3) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 3 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

**(b) Level II Response Manager: -**

1. A **Bachelors degree in a related field** such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . Six (6) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Three (3) years of required experience must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

**OR**

**Associates two-year degree or 60 hours college credit** with concentration in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university. Twelve (12) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Eight (8) year of the 12 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

\**Bachelors Degree or Associate Degree or 60 credit hours with a concentration in (at least 24 hrs) in physical, chemical, engineering, or construction management. Continuing education credits associated with the above subjects or hazardous material response are acceptable.*

**OR**

**Certified Hazardous Materials Manager (CHMM)** - Senior Level. Certificate and recertification documentation required. Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Four (4) year of the 7 years must be in a capacity of site Response Manager, managing and supervising multi-disciplinary response personnel\*, with experience as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site.

**E. Transportation and Disposal Coordinator Qualifications - - *Key Personnel***

(a)

**B.S. degree in chemistry, chemical engineering**, or in a related discipline together with a minimum of two (2) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, Superfund), State and local regulations and their application to various transportation methods and treatment technologies,

**OR**

(b)

**Certified Hazardous Materials Manager (CHMM)** - Senior Level. Certificate and recertification documentation required, with three (3) years experience in the Hazardous Waste Field related directly to the arranging of transportation and disposal of Hazardous Waste or similarly related activities with a working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Knowledge ands experience in the use of Federal Regulations (DOT, TOSCA, RCRA, and Superfund), State and local regulations and their applications to various transportation methods and treatment technologies.

\*Bachelors Degree or Associate Degree or 60 credit hours with a concentration in (at least 24 hrs) in physical, chemical, engineering, or construction management. Continuing education credits associated with the above subjects or hazardous material response are acceptable.



ATTACHMENT 14

FAIR AND REASONABLE EQUIPMENT RATE ANALYSIS FORM

# FAIR AND REASONABLE EQUIPMENT RATE ANALYSIS

ERRS Region 6

Rental Company					CONTR NAME
Address Telephone					
Equipment/ Equipment Equivalent					
Daily Rate (1d or 8hr)					
Weekly Rate (7d or 40hr)					
Monthly Rate (28d or 160hr)					
Mobe Cost					
Demobe Cost					
Environmental Fee (Rate/Flat)					
Tax (Rate)					
anticipate 1 month usage					

LOADED DAILY RATE *					
LOADED WEEKLY RATE*					
LOADED MONTHLY RATE *					
LOADED MOBE COST *					
LOADED DEMOBE COST*					
TOTAL LOADED COST **					
G&A Rental (____%)					
G&A Team (____%)					
TOTAL COST COMPARISON					

The prime contractor or team subcontractor may also propose rates. The loaded daily, weekly, monthly rates are calculated by adding the rate for the vendor plus the environmental fee and tax. The loaded rate for the moke and demoke is the actual rate plus tax.

\*\* The total loaded cost is the loaded rate (daily, weekly, or monthly) plus the loaded moke and demoke cost. The Contractor/Team Sub moke and demoke costs should be included at this point and should be based upon what it would cost to get the equipment to the

location from the contracted mobilization point.

(\*) All fees associated with the rental must be included and it must state if the rate is a percentage or a straight fee and what that rate is. **IMPORTANT:** Tax is applied to all services. Environmental fee is only applicable to oil carrying equipment.

Daily Rate: up to 24 hr possession or 8 hr operating use (for equipment with operating timers)

Weekly Rate: up to 7 days possession or 40 hrs operating use (for equipment with operating timers) or when the weekly rate is exceeded by the daily rate.

Monthly Rate: up to 28 days possession or 160 hrs operating use (for equipment with operating timers) or when the monthly rate is exceeded by the previous rates.

Mobe/Demobe of team owned equipment must be identified and evaluated. Team owned equipment that is mobilized on transportation equipment (trucks, trailers) that will be utilized on-site cannot be charged since mobilization is already being charged for both labor & equipment useage. This would result in double charges for mobilizing the equipment to the site.

ATTACHMENT 15

RESPONSE PLAN

ATTACHMENT 16

COMMUNICATIONS PLAN

ATTACHMENT 17

TRANSPORTATION PLAN

ATTACHMENT 18

SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED  
CONCERNS



See the separate file entitled Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Concerns.